338.

SUPREME COURT OF THE UNITED STATES,

No. 172.

ISAAC LANDES, PLAINTIFF IN ERROR,

vs.

JOSHUA B. BRANT.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE DISTRICT OF MISSOURI.

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ISAAC LANDES
vs.
JOSHUA B. BRANT.

Be it remembered that heretofore, to wit, on the fifteenth day of August, in the year of our Lord eighteen hundred and forty-five, Isaac Landes, a citizen of the State of Kentucky, by Messrs. Crockett and Briggs, his attorneys, filed in the office of the clerk of the circuit court of the United States for the district of Missouri, his declaration in an action of ejectment against Joshua B. Brant, a citizen of the State of Missouri, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Missouri:

In the circuit court of the United States for the district of Missouri, of the October term, A. D. 1845, Isaac Landes, a citizen of the State of Kentucky, plaintiff, complains of Joshua B. Brant, a citizen of the State of Missouri, defendant, in an action of trespass and ejectment: For that the said plaintiff, heretofore, to wit, on the first day of July, A. D. eighteen hundred and forty-five, was entitled to the possession of the following described real estate, situate in the county of St. Louis, and State of Missouri, of great value, to wit, of the value of twenty thousand dollars, being a certain lot or parcel of ground situated in the city of St. Louis, designated and marked on the plat of said city as block number ninety-one, and bounded as follows, on the east by Third street, on the north by Green street, on the west by Fourth street, and on the south by Washington avenue, being a part of a certain tract or parcel of land, containing thirty-four acres and sixty-eight hundredths of an acre, patented by the Government of the United States to Jacque Clamorgan, under Gabriel Dodier, and to his heirs, by letters patent, bearing date the eighteenth day of June, eighteen hundred and forty-five, and described in the said letters patent as follows, to wit: beginning at a stone, the northeast corner of survey number one thousand four hundred and seventy-three, of forty arpens, for Francis Bissonet; thence north twenty-five degrees and forty-five minutes east, two chains and ninety-two links, to an old stone in a ravine on the east side of Third street, which stone, laying flat in said ravine, was reinserted by the deputy surveyor, and from which stone the southwest corner of a three-story brick house (in block number sixty-six,) bears north eighty-seven degrees east; the northwest corner of a brick house (in block number sixty-five, Barbées Tavern,) bears south; the northwest corner of a stone house, (in block number twenty-six, Eph. Town's Missouri Hotel,) bears north sixty-nine degrees thirty minutes east; and a black locust, eight inches in diameter, bears north seventy-three degrees west, distant forty-one links; thence north seventy-five degrees twenty minutes west, at eighty-three chains an old stone, at one hundred chains an old stone, one hundred and twenty chains to an old stone,

the northwest corner of the present survey, from which a white oak, four inches in diameter, bears north twenty-four degrees west, distant sixteen links; a white oak, three inches in diameter, bears north seventy-five degrees east, distant eleven links; and a red oak, five inches in diameter, bears south forty-two degrees east, distant twenty-two links; thence south twenty-five degrees forty-five minutes west, two chains and ninety-seven links to a stone, the northwest corner of survey number one thousand four hundred and seventy-three, of Francis Bissonet; thence south seventy-five degrees twenty minutes east, one hundred and twenty chains, to the place of beginning; being in township forty-five north, of range seven east, of the fifth principal meridian, and being designated as survey number one thousand two hundred and seventy-eight, in the State of Missouri. And being so entitled to the possession thereof, the said defendant afterwards, to wit, on the tenth day of July eighteen hundred and forty-five, entered into said premises, and unlawfully withholds from the plaintiff the possession thereof, to the damage of the plaintiff of twenty thousand dollars, and therefore he brings his suit, &c.

Thereupon, on the 16th of August aforesaid, a writ of summons issued from the office of the clerk of said court, in tenor and form following, to wit:

A writ of Summons.

MISSOURI DISTRICT:

The President of the United States, to the marshal of the Missouri district, greeting:

You are hereby commanded to summon Joshua B. Brant, a citizen of the State of Missouri, that he be and appear before the circuit court of the United States for the district of Missouri, at the next term thereof, to be held at the city of St. Louis, within and for said district, on the first Monday of October next, then and there to answer unto Isaac Landes, a citizen of the State of Kentucky, of a plea of trespass and ejectment, to the damage of said plaintiff of twenty thousand dollars; hereof fail not, and have you then there this writ.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, the 16th day of August, A. D. [L. S.] 1845. Issued at office under the seal of said court, the day and year last aforesaid.

JO. GAMBLE, *Clk.*

And marshal to whom the same is directed, duly returned the same, with his return thereon as follows.

Marshal's return.

MISSOURI DISTRICT, *Sct:*

I certify to the honorable circuit court of the above district, that I executed the within writ by offering to read the same, together with the

declaration thereto attached, said defendant refusing to hear the same read at the county of St. Louis, and district aforesaid, on the 21st day of August, 1845.

ROBERT C. EWING,
U. S. marshal for Missouri district.
By H. W. LEFFINGWELL, *Deputy.*

And afterwards, at the October term of said court, in the year aforesaid, the said defendant, by Messrs. Spalding, Geyer and Gamble, appears and files his plea to the action aforesaid, in words following:

Plea.

CIRCUIT COURT OF THE UNITED STATES,
For the Missouri district:

JOSHUA B. BRANT
ads.
ISAAC LANDES. } *October term*, 1845.

And the said Joshua B. Brant comes and defends the wrong and injury, when, &c., and says, that he is not guilty of the said supposed wrongs and grievances above laid to his charge, nor any of them, in manner and form as in said declaration is above supposed, and of this he puts himself upon the country.

And afterwards, at the April term, in the year 1846, in the record of proceedings of said court is the following entry:

ISAAC LANDES
vs.
JOSHUA B. BRANT. } *Monday, 20th April*, 1846.

This cause is continued upon affidavit, upon the payment of the cost of this term by the said plaintiff; and on motion of the attorney for the defendant, it is ordered, that the plaintiff forthwith file a bond for cost, in the penal sum of six hundred dollars.

And afterwards, to wit, at the April term of said court, in the year 1847, in the records of proceedings thereof are the following entries, to wit:

Trial.

ISAAC LANDES
vs.
JOSHUA B. BRANT. } *Tuesday, 6th April*, 1847.

This day come the parties aforesaid, by their respective attorneys aforesaid, and thereupon come a jury, to wit: Gavin D. Hall, Francis Wharncastle, William D. Rice, Ridenbaugh, Ezekiel S. Wilkinson, Alexander S. Laurie, Alvin Mussett, John M. Richardson, Charles J. Hughes, Albert B. Ewing, John A. Fowler, Joseph J. Wyatt, twelve good and lawful men, who were duly elected, tried, and sworn well and truly to try the issue within joined between the parties aforesaid.

The parties not having closed their evidence to the jury at the hour of adjournment, further proceedings in this cause are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Wednesday, 7th April*, 1847.

Present, the same jury. The parties not having closed their evidence in this cause, further proceeding therein are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Thursday, 8th April*, 1847.

Present, the same jury. The parties not having closed their evidence at the hour of adjournment, further proceedings therein are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Friday, 9th April*, 1847.

Present, the same jury. The parties not having closed their evidence in this cause, further proceedings therein are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Saturday, 10th April*, 1847.

Present, the same jury. The parties not having closed their evidence in this cause, further proceedings therein are continued until the meeting of the court on Monday morning.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Monday, 12th April*, 1847.

Present, the same jury. The parties not having closed their evidence in this cause, further proceedings therein are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Tuesday, 13th April*, 1847.

Present, the same jury. The trial of this cause not being closed, further proceedings therein are continued until the meeting of the court to-morrow.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Wednesday*, 14*th April*, 1847.

Present, the same jury. The trial of this cause not being concluded, further proceedings therein are continued until the meeting of the court to-morrow.

Verdict—Judgment.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Thursday*, 15*th April*, 1847.

This day come again the parties aforesaid, by their respective attorneys, and also the jury aforesaid, who having retired to consider of their verdict, returned to the bar of the court here, and upon their oath do say, that the said defendant is not guilty of the trespass and ejectment in the declaration mentioned, in manner and form as the said plaintiff hath in declaring against him alleged. It is therefore considered by the court here, that the said Isaac Landes take nothing by his said writ, and that the said Joshua B. Brant go thereof without day. And it is further considered, that the said defendant recover against the said plaintiff his cost and charges by him about his defence in this behalf expended, and that he have thereof execution.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Monday*, 19*th April*, 1847.

Motion and reasons for new trial filed.

Motion for new trial—Overruled.

ISAAC LANDES
vs.
JOSHUA B. BRANT. *Tuesday*, 27*th April*, 1847.

This day come the parties aforesaid, by their respective attorneys, and thereupon all and singular the matters and things, whereof the parties have put themselves upon the judgment of the court, are by them submitted to the court; which being seen and heard, and by the court here fully understood, for that it appears to the court that the said motion, and the matters therein contained, are not sufficient in law to set aside the verdict and judgment in this cause, and to grant the said plaintiff a new trial, it is therefore considered by the court that said motion be overruled; and thereupon said plaintiff files his bill of exception. And said bill of exception is in the words and figures following, to wit:

Bill of exceptions—Plaintiff's evidence.

In the circuit court of the United States for the district of Missouri.

ISAAC LANDES
vs.
JOSHUA B. BRANT.

Be it remembered, that, on the trial of the above entitled cause, the

plaintiff read in evidence the following documents, to wit: 1st. A patent from the United States to Jacque Clamorgan, in the words and figures following, to wit:

Patent to Clamorgan.

The United States of America, to all to whom these presents shall come, greeting:

Know ye, that there has been deposited in the General Land Office a certificate numbered one thousand one hundred and ninety-three, of the recorder of land titles at St. Louis, Missouri, whereby it appears that, in pursuance of the several acts of Congress for the adjustment of titles and claims to lands, Jacque Clamorgan, under Gabriel Dodier, was confirmed in his claim to a tract of land, containing thirty-four acres and sixty-eight hundredths of an acre, bounded and described in a survey dated October fourth, one thousand eight hundred and twenty-six, as follows, to wit: beginning at a stone, the northeast corner of survey number one thousand four hundred and seventy-three, of forty arpens, for Francis Bissonet; thence north twenty-five degrees and forty-five minutes east, two chains and ninety-two links, to an old stone in a ravine on the east side of Third street, which stone laying flat in said ravine was re-inserted by the deputy surveyor, and from which stone the southwest corner of a three-story brick house (in block number sixty-six,) bears north eighty-seven degrees east; the northwest corner of a brick house (in block number sixty-five, Barbee's tavern,) bears south; the northwest corner of a stone house (in block number twenty-six,) Eph. Town's Missouri hotel,) bears north sixty-nine degrees thirty minutes east; and a black locust, eight inches in diameter, bears north seventy-three degrees west, distant forty-one links; thence north seventy-five degrees twenty minutes west at eighty-three chains an old stone; at one hundred chains an old stone; one hundred and twenty chains to an old stone, the northwest corner of the present survey, from which a white oak, four inches in diameter, bears north twenty-four degrees west, distant sixteen links; a white oak, three inches in diameter, bears north seventy-five degrees east, distant eleven links; and a red oak, five inches in diameter, bears south forty-two degrees east, distant twenty-two links; thence south twenty-five degrees forty-five minutes west, two chains and ninety-seven links to a stone, the northwest corner of survey number one thousand four hundred and seventy-three, of Francis Bissonet; thence south seventy-five degrees twenty minutes east, one hundred and twenty chains, to the place of beginning, being in township forty-five north, of range seven east, of the fifth principal meridian, and being designated as survey number one thousand two hundred and seventy-eight, in the State of Missouri. There is therefore granted by the United States unto the said Jacque Clamorgan, under Gabriel Dodier, and to his heirs, the tract of land above described. To have and to hold the said tract, with the appurtenances, unto the said Jacque Clamorgan, under Gabriel Dodier, and to his heirs and assigns forever.

In testimony whereof I, James K. Polk, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the eighteenth day of June, in the year of our Lord one thousand eight hundred
[L. S.] and forty-five, and of the independence of the United States the sixty-ninth.

By the president, JAMES K. POLK.
By J. KNOX WALKER, *Sec'y.*

Recorded vol. 10, pages 36, 37, 38.
S. H. LAUGHLIN,
Recorder of the General Land Office.

Confirmation 2 *to Clamorgan.*

1793, *Marié; en* 1776 *concédé au même.*

2. A record of a confirmation to Jacques Clamorgan, in the words and figures following, to wit:

A.

Je, Martin Duralde, soussigné, en vertu du pouvoir dont Monsieur Don Pedro Piernas, capitaine d'infanterie, et lieutenant gouverneur des establisment et autres parties, dependants du guvernment espagnol des Illinois, m'a revétu à la requeste des habitants de ce poste Saint Louis, demandant que les dimensions, directions, et limites des terres qu'ils possedent à ses environs soient déterminées par personne compétente et authorisée à cette fin, déclare à tous qu'il appartiendra qu'à la requisition de chacun des dits habitans, dans le cours de l'automne de l'année mil sept cent soixante dix, et ceux des printems des années mil sept cent soixante onse et mil sept cent soixante douze, dont je ne cite ni les mois ni les jours, les operations ayant été faites par reprises, et sans suite (relativement à ceux qui ont des possessions distantes les unes des autres et situées en differens lieux,) et nommément a celle du sieur François Bissonet, je me suis exprés transporté de mon domicile sis dans ce susdit poste St. Louis, sur une terre d'un arpent de large sur quarante autres de long, à lui appartenant, partie labourée, partie en friche, située dans la prairie qui touche ce village, et tenant immédiatement à celle de Gabriel Dodier, d'un côté au chemin royal, qui est de trente-six pieds de roi, et qui limite la terre de Louis Bissonet, et des deux autres côtés au domaine du Roi, pour l'arpenter avec mon instrument et une chaîne de quarante-cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays, qui est de cent quatre-vingt pieds sur chaque face. A l'exécution de quoi, me faisant accompagner du dit propriétaire et de son dit voisin le plus immédiat, pour me servir de témoin d'aide et à m'indiquer exactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait borner en ma présence avec des pierres à ses quatre extrémités, après l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premières parallèles: c'est à dire, de largeur, vont au nord-nordest, ou s'écartent du nord vers l'est de vingt-deux

degrés trente minutes; et les deux autres dernières, c'est à dire, de longueur, aussi parallèles, vont au ouest quart au nordouest, ou mieux s'écartent duouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas qui peut y avoir, et sont par conséquent, en dirigeant la vue et allant du point du départ vers le nord-nordest, et vers *the* ouest quart au nord-ouest, un angle obtus de cent un degrés quinze minutes, compensation faite des différences causées par les inégalités de terres et enclinaisons des lignes les unes sur les autres, par rapport aux perpendiculaires horizontales, qui servent toujours à leur vraie mesure, tant sur la largeur que sur la longueur. Ainsi je l'atteste par mon seing, &c.

1793. *Clamorgan, propriétaire. En* 1766 *concédée à Julien Roy, et depuis réunie au domaine et concédée à Gabriel Dodier, qui l'a vendue à Clamorgan pardevant nous, Trudeau.*

Gabriel Dodier. Je me suis exprès transporté de mon domicile, sis dans ce susdit poste Saint Louis, sur une terre d'un arpent de large sur quarante autres de long, à lui appartenant, partie labourée, partie en friche, située dans la prairie qui touche ce village, et tenant immédiatement à celle du Sr. François Bissonet, de l'autre côté à celle de Joseph Taillon, et des deux autres au domaine du Roi, pour l'arpenter avec mon instrument et une chaîne de quarante-cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays, qui est de cent quatre-vingt pieds sur chaque face; à l'exécution de quoi, me faisant accompagner du dit propriétaire et de ces deux dits voisins les plus immédiats, pour me servir de témoins d'aide et à m'indiquer exactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait borner en ma présence avec des pierres à ses quatre extrémités, après l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premières parallèles: c'est à dire, de largeur, vont au nord-nordest, ou s'écartent du nord vers l'est de vingt-deux degrés trente minutes; et les deux autres dernières, c'est à dire, de longueur, aussi parallèles, vont au ouest quart au nordouest, ou mieux s'écartent de l'ouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas qui peut y avoir, et sont par conséquent, en dirigeant la vue et allant du point du départ vers le nord-nordest et vers l'ouest quart au nordouest, un angle obtus de cent un degrés quinze minutes, compensation faite des différences causées par les inégalités des terres et inclinaisons des lignes les unes sur les autres, par rapport aux perpendiculaires horizontales, qui servent toujours à leur vraie mesure, tant sur la largeur que sur la longueur. Ainsi je l'atteste par mon seing, &c.

1793. *Le vieux fullon.*

Joseph Taillon. Je me suis exprès transporté de mon domicile, sis dans ce susdit poste Saint Louis, sur une terre de deux arpents de large sur quarante autres de long, à lui appartenant, partie labourée, partie en friche, située dans la prairie qui touche ce village, et tenant immé-

diatement à celle du Sieur Gabriel Dodier, et de l'autre côté à celle de Charles Roatier, et de deux autres au domaine du Roi, pour l'arpenter avec mon instrument et une chaîne de quarante-cinq pieds de long, dont la longueur prise quatre fois fait juste l'arpent usité en ce pays, qui est de cent quatre-vingt pieds sur chaque face; à l'exécution de quoi, me faisant accompagner du dit propriétaire et de ses deux voisins les plus immédiats, pour me servir de témoins d'aide et à m'indiquer exactement la véritable situation de leurs concessions respectives, je suis parvenu et l'ai fait borner en ma présence avec des pierres à ses quatre extrémités, après l'avoir mesurée sur ses lignes de largeur et longueur, dont les deux premières parallèles, c'est à dire, de largeur, vont entre le nord quart au nordouest et le nord, ou plus exactement s'écartent du nord vers l'ouest de cinq degrés; et les deux autres, c'est a dire, de longueur, aussi parallèles, vont au ouest quart au nordouest, ou mieux s'écartent du ouest vers le nord de onze degrés quinze minutes, sans aucun égard à la variation du compas qui peut y avoir, et sont par conséquent, en dirigeant la vue et allant du point du départ vers les rhombes indiqués, un angle aigu de soixante-treize degrés quarante-cinq minutes, compensation faite des différences causées par les inégalités de terres et inclinaisons de lignes, les unes sur les autres, par rapport aux perpendiculaires horizontales, qui servent toujours à leur vraie mesure, tant sur la largeur que sur la longueur. Ainsi je l'atteste par mon seing, et par l'aveu unanime de tous les propriétaires sus nommés, assemblés dans ce moment, avec l'approbation de mon dit Sr. Don Pedro Piernas, dans la chambre du Gouvernement, pour se servir mutuellement de témoins, et affirmer le fait, les uns par leurs seings, les autres par leurs déclarations, à défaut de savoir signer, en présence de Messieurs Don Pedro Piernas, susdit Lieutenant Gouverneur, et de Don Louis Saint Ange de Bellerive, capitaine réformé, et premier prédécesseur commandant de ce même poste, servant l'un et l'autre, savoir, ce dernier à certifier, par son seing en sa dite qualité et en vertu du pouvoir dont il était chargé, d'avoir concédé, soit avec titre soit verbalement, les susdites terres, au nom de Sa Majesté et mon dit Sr. Piernas, à approuver, confirmer, et ratifier aussi par son seing, en sa qualité d'actuel Lieutenant Gouverneur, avec laquelle il est muni du même pouvoir de concéder les concessions accordées par mon dit Sieur de St. Ange, et spécifiées dans le corps de ce cadastre, que je remets, contenant soixante-huit pages écrites, celle-ci inclusivement, aux archives de ce Gouvernement, pour y être conservé à perpétuité, et servir aux besoins, sûreté, authenticité, et témoignage de tout ce qui y est exposé.

A Saint Louis, le vingt-trois Mai, de l'année mil sept cent soixante-douze.

Mr. Duralde, Laclède Siguest, Hubert, Dodie, A. Condé, René Kiercereaux, Amable Guion, Becquet, Sarpy, Cotté.

ST. ANGE,
PEDRO PIERNAS.

RECORDER'S OFFICE,
Saint Louis, 20th of June, 1845.

The foregoing is truly copied from pages 1, 2, 14, 15, 16, 67, and 68, of Livre Terrien No. 2, on file in this office.

F. R. CONWAY,
U. S. Recorder of Land Titles in the State of Missouri.

A.

Jacques Clamorgan claims the following tract of land, 1st as assignee, &c.: 12th, a tract of 40 arpens, in the prairie or field lands back of the town of St. Louis, by conveyance or cession from the free mulatto woman, Esther, who represented the original right of Gabriel Dodier, assigned to her, as purchaser, from Joseph Brazeaux, who had purchased of Calvet, sr., who had succeeded to said Dodier's right. (See book C, pp. 134 and 135.)

B.

[For diagram, see original.]

A la réclamation de Monsieur Jacques Clamorgan, je certifie que le plan ci-dessus est en relevé, conforme aux directions de l'arpentage indiqué par le plan figuratif ci-dessus, lequel fut pratiqué en faveur du Sr. Gabriel Daudier, propriétaire primitif de la dite terre, dans le cours de l'année 1772, par Mr. Martin Duralde, autorisé à cet effet par le Lieutenant Don Pedro de Piernas; lequel certificat d'arpentage se trouve porté au folio 15 du livre intitulé "Livre Terrien, ou cadastre en forme de procès verbal, 1772;" et aux 67 et 68 et dernier fo. du dit livre se trouve une conclusion en forme de titre général pour les dits arpentages, laquelle est signée du dit arpenteur et Lieutenant Gouverneur ci-dessus nommé, de Mr. de St. Ange, comme ci-devant commandant sous les autorités françaises, et autres habitants, qui ont signé comme acceptants et témoins d'assistance. En foi de quoi, j'ai délivré le présent à l'intéressé, pour lui servir et valoir, partout où besoin sera, et comme de raison à constater sur ses réclamations.

St. Louis, vingt-neuf Novembre, mil huit cent cinq.

ANTOINE SOULARD,
Arpenteur Gén'l T're Louisiane.

See book C, p. 165.

RECORDER'S OFFICE,
Saint Louis, 24th February, 1847.

The foregoing is correctly transcribed from pages 134, 135, and 165 of record book C, in this office. LOREN SPENCER,
U. S. Recorder of Land Titles in the State of Missouri.

Pardevant nous, Don Zénon Trudeau, capitaine au régiment fixe de la Louisiane, lieutenant de Gouverneur, et commandant en chef de la

No. 1 L.
Landes
To
Brault
par. S.

B.

La grange de terre

Mette de la grande ile

Ligne de séparation des deux Provinces

Côte

Limite

Joseph Tayon boche à Baimitié

Gabriel Boudior propriétaire Baimitié 40 Arpens

A Bissonet par Baimitié

1 Arpt

No. 15

Delia de Fe...

...

...

partie occidentale des Illinois, fut présent Sieur Gabriel Dodier, habitant demeurant en ce lieu et ville de St. Louis, lequel a, par ces présentes, déclaré avoir vendu, cédé, laissé, et abandonné, tant dès à présent que pour toujours, promet garantir et préserver de tous douaires, hypothèques, substitutions, ou fidejussions, ou toûts autres empêchements quelconques, à la nommée Esther, mulâtresse libre, demeurant en cette ville, ici présente et acceptante, pour elle, ses hoirs, ou ayants causes, ou pour touts autres qui représenteroient ses droits, une terre, d'un arpent de front sur quarante arpens de profondeur, située dans le derrière de cette ville sur la prairie qui y est attenante, bornée à l'est par la clôture qui y est placée pour garantir les grains des animaux, à l'ouest par le domaine de Sa Majesté, au nord à une terre ayant appartenu et appartenant encore au Sr. Tayon, père, au sud par le chemin royal qui conduit au village de St. Charles et de St. Ferdinand, lequel chemin séparé la susdite terre d'avec celle que cultive actuellement le Sieur Marié, qui l'acquise comme provenant du Sr. François Bissonet, tout ainsi qu'il le paraît par le livre d'arpentage de l'année mil sept cent soixante-douze; laquelle susdite terre d'un arpent a été cy-devant vendue, par le susdit Gabriel Dodier, au Sr. Calvet, père, habitant, et ce dernier au Sr. Joseph Brazeaux, qui l'a ensuite revendue à la sus-nommée Esther, mulâtresse libre, qui en est actuellement en possession, sans qu'il y ait eu jusqu'à ce jour aucune vente authentique passée par les ci-devant dénommés, les uns en faveur des autres, pour s'en transmettre la véritable propriété; c'est pourquoi la présente vente est faite par le Sieur Gabriel Dodier en ligne directe à la susnommée Esther, sans se rien réserver, tout ainsi que la dite Esther dit savoir et connaître pour en être en possession, moyennant le prix et somme de quatre-vingt piastres en argent, que la dite mulâtresse, nommée Esther, a déjà payées au Sieur Brazeaux, dernier vendeur; de laquelle somme le Sr. Gabriel Dodier tient quitte et décharge la dite mulâtresse Esther, pour qu'elle jouisse de la susdite terre paisiblement et sans trouble, comme de chose à elle appartenante et légitimement acquise par la présente vente, étant content et satisfait de la somme qu'il peut avoir reçue lorsqu'il l'a cédée au Sieur Calvé. Ainsi fait et passé en la salle du Gouvernement, ce quatre du mois de Novembre, de l'année mil sept cent quatre-vingt-treize, en présence de Monsieur Joseph Brazeaux, que décharge la dite mulâtresse de toutes demandes et répétitions sur le prix de la dite terre; et avons interpellé les Srs. Don Manuel Gonzales Moro, et le Sr. Benite Vasquez, pour nous servir de témoins d'assistance, qui ont signé avec toutes les parties intéressées, avec nous, lieutenant de Gouverneur, et la dite mulâtresse, nommée Esther, ainsi que le Sr. Gabriel Dodier, qui a fait la sienne.

(Signés) BRAZEAUX,
Marque de la ✕ nommée ESTHER,
BENITO,
MANUEL GONZALES MORO,
DODIE,
ZENON TRUDEAU.

Mary Philip Leduc, recorder in and for the district of St. Louis, in the Territory of Louisiana, do hereby certify, that the above is a true copy of the original, remaining in my hands.

St. Louis, district and territory aforesaid, this twenty-ninth day of November, in the year of our Lord one thousand eight hundred and five.

M. P. LEDUC, *Recorder*.

Moi, soussignée Esther, mulâtresse, sous ma marque ordinaire, [en] présence de témoins, déclare par ces présentes que la terre d'un arpent de front sur quarante de profondeur, située sur la prairie attenante à cette ville, bornée par un bout à la clôture qui y est située pour défendre les grains des habitants contre les animaux, et par l'autre bout au domaine du Roi, par un des côtés à la terre de Gayon, pere, et par le 4e côté au chemin qui conduit à St. Charles, provenant de Gabriel Dodier, qui me l'a vendue par acte passé le 4e de 9bre, 1793, je déclare donc, par ces présentes, que la susdite terre appartient totalement au Sieur Jacques Clamorgan, et que je n'ai fait en cela que prêter mon nom par des motifs particuliers, le dit Clamorgan ayant payé et satisfait de ses propres derniers la valeur de la dite terre, quoiqu'il paraisse que ce soit moi qui en ai payé le montant; en conséquence de quoi, je transmets au dit Sieur Clamorgan tous les droits, actions, ou prétentions, que je puis ou pourrois avoir, renonçant, dès à présent et pour toujours, pour moi et les miens, à aucune réclamation en vertu de la vente qui m'en fut passée, comme il est dit cy-dessus, sur la susdite propriété. En foi de quoi, j'ai signé de ma marque, St. Louis, ce 2e 7bre, mil sept cent quatre-vingt-quatorze.

Marque de la ⋈ nommée ESTHER.

Pour témoins:

BRAZEAUX,

AUG. CHOUTEAU.

Recorded in book A, pages two hundred and eight and following, this tenth day of December, in the year of our Lord one thousand eight hundred and five.

M. P. LEDUC, *Recorder*.

See record book C, ps. 165 and 166.

Recorder's office, St. Louis, 24th February, 1847. The foregoing is correctly copied from pages 165 and 166, of record book C, in this office, and with the attached transcript marked A, contains all that which is of record in said book C in relation to the claim therein mentioned, of Jacques Clamorgan, under Gabriel Dodier.

LOREN SPENCER,
U. S. Recorder of land titles
in the State of Missouri.

C.

Wednesday, November 13th, 1811. Board met; present, John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.—Cer. 1278.

Jacque Clamorgan, assignee of Ester, mulattress, assignee of Joseph Brazeau, assignee of Gabriel Dodier, claiming one by 40 arpens of land, situate [on] Little Prairie, adjoining the town of St. Louis, produces a concession from St. Ange and Piernas, L. G., dated 23d May, 1772; a transfer from Gabriel Dodier and Joseph Brazeau to Ester, dated 4, November, 1793; from Ester to claimant, dated 2d September, 1794.

The board grant to Jacque Clamorgan forty arpens of land, under the provisions of the 2d section of the act of Congress, entitled "an act respecting claims to land," and passed 3d March, 1807, and order that the same be surveyed conformably to the metes and bounds contained in the report of a survey made for said Dodier, and found in livre terrein, No. 2, folio 15. Survey at expense of the United States.

Board adjourned till to-morrow, nine o'clock, A. M. John B. C. Lucas, Clement B. Penrose, Frederic Bates.

Recorder's office, St. Louis, Missouri, December 1st, 1846. I do certify the above to have been truly transcribed from book No. 5, of the commissioner's minutes, pages 398, 406, and 407, as the same remains of record in this office.

LOREN SPENCER,
U. S. Recorder of land titles
in the State of Missouri.

D.

Louisiana—Commissioners' certificate, No. 1278.

We, the undersigned, commissioners for adjusting the titles and claims to land in the territory of Louisiana, have decided that Jacques Clamorgan, claiming under Gabriel Dodier, original claimant, is entitled to a patent under the provisions of the 2nd section of the act of Congress, entitled "an act respecting claims to land in the territories of Orleans and Louisiana," passed the 3d March, 1807, for forty arpens of land, situate in the district of St. Louis, Little Prairie, adjoining the town of St. Louis, and order that the same be surveyed conformably to the metes and bounds established in the report of a survey made for said Gabriel Dodier, and found in livre terrein No. 2, folio fifteen. By virtue of ten consecutive years' possession, prior to the 20th December, 1803. John B. C. Lucas, Clement B. Penrose, Frederick Bates.

Recorder's office, St. Louis, 24th February, 1847. The above is a correct copy of original certificate No. 1278, on file in this office, issued by the board of U. S. commissioner's therein designated, for ascertaining and adjusting the titles and claims to land in the territory of Louisiana.

LOREN SPENCER,
U. S. Recorder of land titles
in the State of Missouri.

E.

Patent certificates issued by Frederick R. Conway, recorder of land titles.

Date.	No. of pat. certif.	Name of claimant.	No. of survey.	Quantity in arpens	Quantity in acres.	To whom delivered.
1845. Feb. 10	1193	Jacque Clamorgan under Gabriel Dodier, or his legal representatives, in township 45 N., range 7 E., of 5th prl. meridian.	1278	40.77	34.68	E. R. Mason, esq.

Recorder's office, St. Louis, 24th February, 1847. The above is correctly abstracted from the registry of patent certificates, issued by Recorder Conway, on file in this office.

LOREN SPENCER,
U. S. Recorder of land titles in the State of Missouri.

Recorder's office, Saint Louis, 24th February, 1847. I certify that the attached papers contain a full and complete transcript from the books and files of this office, in relation to the claim of 40 arpents of land in the common field of St. Louis, in the name of Jacques Clamorgan, under Gabriel Dodier, to wit: Document A, a copy of the report of survey of the Dodier tract, in 1770, '71, or '72, by Martine Duralde; B, a copy of notice of claim, report by Soulard, and deed in relation to Dodier's claim; C, copy of the proceedings of the old board of commissioners, in relation to the claim and confirmation thereof by them, under their certificate No. 1278; D, a copy of said certificate No. 1278; and E, an abstract of the registry of patent certificates, showing the issuing of patent certificate, No. 1193, by Recorder Conway, upon this claim.

LOREN SPENCER,
U. S. Recorder of land titles in the State of Missouri.

Survey.

3d. A copy of survey made by R. Paul, deputy surveyor, in the words and figures following:

Township 45 north of the base line, range 7 east, of the 5th principal meridian; common field, adjoining Saint Louis.

Survey No. 1278.

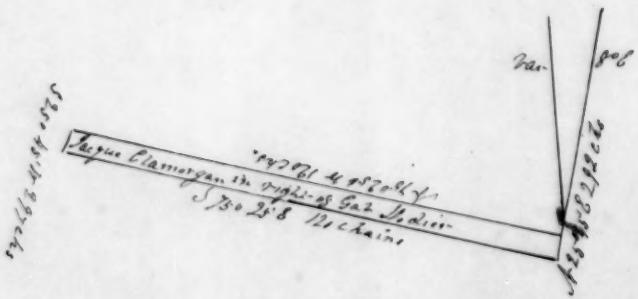
[For plat see original.]

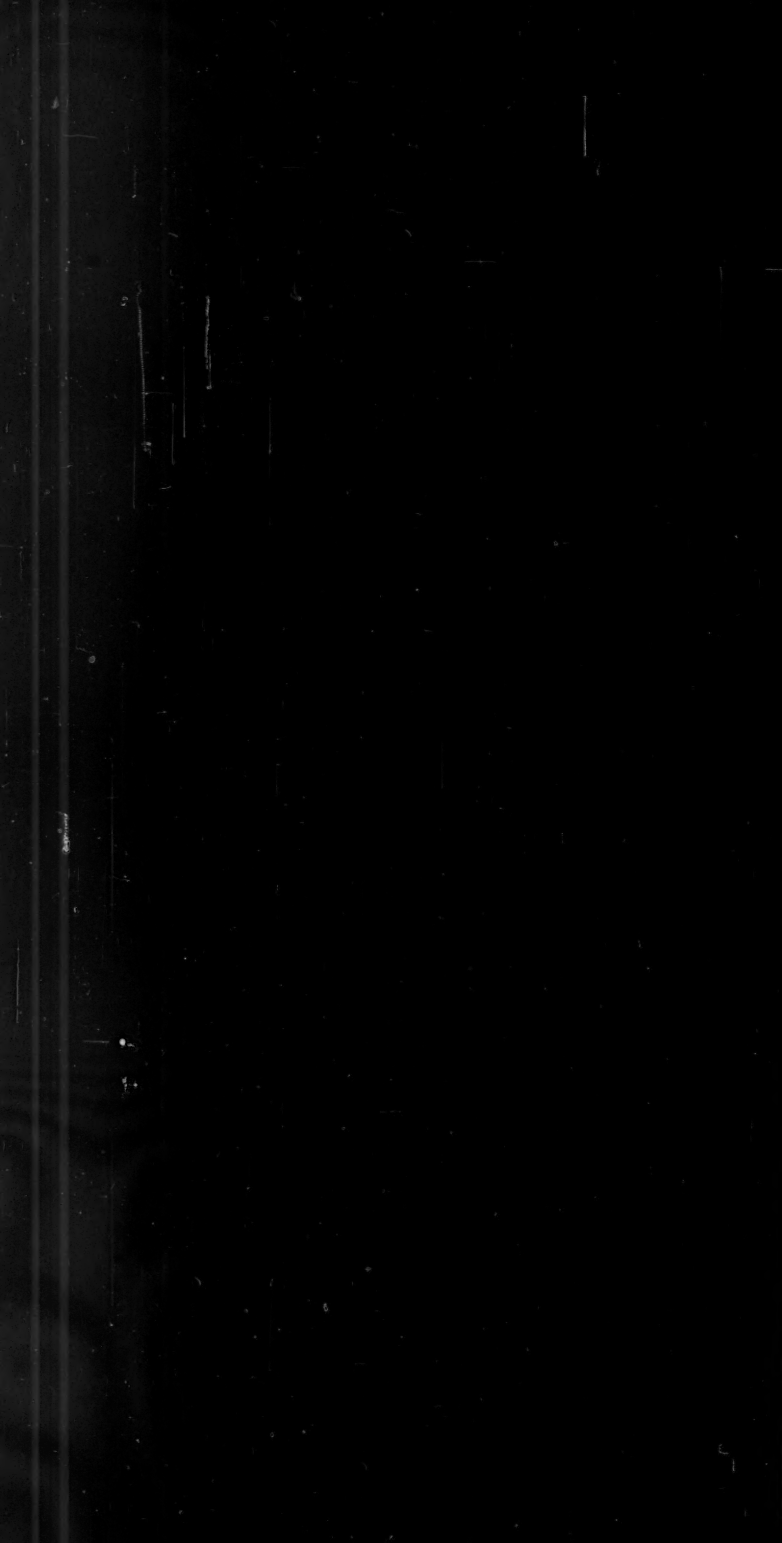
[illegible]

Lands
of
Grant
p. 12

Pa. 16.

Survey No 1278





Surveyed for Jacques Clamorgan, who claims in right of Gabriel Dodier, forty arpents of land in the prairie adjoining the town, beginning at a stone the N. E. corner of survey No. 1473, of forty arpents, for Francis Bissonet; thence N. 25° 45′ E., 2 chs. 92 links, an old stone in a ravine on the east side of Third street, which stone lying flat in said ravine was re-inserted by me, and from which stone the S. W. corner of a three-story brick house, (in block No. 66,) bears N. 87° E., the N. W. corner of a brick house (in block No. 65,) Barbee's tavern, bears south; the northwest corner of a stone house (in block No. 26,) Eph. Town's Missouri hotel, bears N. 69° 30′ E.; and a black locust, 8 inches diameter, bears N. 73° W., 41 links; thence N. 75° 20′ W., 83 chains, an old stone; 100 chains an old stone; 120 chains an old stone, the N. W. corner of the present survey, from which a white oak, 4 inches diameter, bears N. 24° W., 16 links; a white oak, 3 inches diameter, bears N. 75° E., 11 links; a red oak, 5 inches diameter, bears S. 42° E., 22 links; thence S. 25° 45′ W., 2 chains 97 links, to a stone, the N. W. corner of survey No. 1473, for Francis Bissonet; thence S. 75° 20′ E., 120 chains, to the beginning, containing 34.68 acres=40.77 arpens. October 4, 1826.

(Signed,) R. PAUL, *D. S.*

Recorded June 2d, 1828. Surveyor's office, Saint Louis, 12th August, 1845. The above plat, and the notes of survey No. 1278, are correctly copied from page 30, of record book C, in this office.

F. R. CONWAY,
Surveyor of the public lands in the States of Illinois and Missouri.

Will of J. Clamorgan.

4th. A certified copy of the last will and testament of Jacques Clamorgan, and of the probate thereof, in the words and figures following to wit:

A la demande et requête de Mr. Jacques Clamorgan, je, moi, Marie Philippe Leduc, notaire publique de la ville et comté de St. Louis, Territoire Missoury, me suis transporté au domicile de Sieur Jacques Clamorgan, en cette dite ville, où j'ai trouvé le dit Sieur Jacques Clamorgan, malade allité, mais dans son entier jugement, mémoire, et entendement, ainsi qu'il m'a apparu et aux témoins soussignés; lequel dit Sieur Jacques Clamorgan m'ayant requis de faire le présent son testament, il me l'a dicté en la forme suivante:

Premièrement, veut le dit testateur que ses dettes soient payées et tors réparés, si aucuns se trouvent.

Item, veut et ordonne le dit testateur que sur ses biens il soit payé aux pavres une somme de cent cinquante piastres.

Item, veut et ordonne le dit testateur, et déclare nommer, pour ses héritiers uniques et universels de tout les biens qu'il laissera à son décès, St. Eutrope, Apoline, Ciprien Martial, et Maximin, ses enfants

naturels, pour qu'ils leurs soient repartis de la manière suivante, savoir: que du tout de ses dits biens, après ses dettes payées et le legs ci-dessus fait aux pauvres, soient divisés entre ses susdits héritiers en cinq parts égales, dont une pour St. Eutrope, une pour Apoline, une troisième pour Ciprien Martial, et les deux autres parts pour Maximin.

Item, déclare le dit testateur nommer et appointer, pour exécuteurs du présent testament, Mrs. Jean Pierre Cabanné et Antoine Soulard, pour qu'ils fassent inventaire, vente, et repartition de ses dits biens, en la forme ci-dessus, sans l'intervention de la justice, sous quel prétexte que ce soit, les relevant à cet égard de tout cautionnement, et les priant d'en vouloir bien prendre la peine.

Item, déclare devoir principalement à Mrs. Cabanné, un compte à Garnier, un compte á Leduc, à Berthold & Chouteau seize ou dix-sept piastres, et autres petites dettes, qu'il prient ses exécuteurs ci-dessus nommés de payer et satisfaire en retirant les pièces justificatives.

En foi de quoi, le dit testateur a signé et scellé ces présentes, en présence du dit notaire et des Sieurs Charles Gratiot, Jean Pierre Cabanné, et Antoine Soulard, témoins à ce requis, à St. Louis, comté ci-dessus, ce trente-un Octobre, de l'année de notre Seigneur mil huit cent quatorze.

J. CLAMORGAN. [SEAL.]

Signé, scellé, et délivré, en présence de Ant. Soulard, Ch. Gratiot, Cabanné; before me, on the day and date in that behalf written.

M. P. LEDUC, *N're Pub.*

MISSOURI TERRITORY, *St. Louis county, ss:*

I, Mary P. Leduc, clerk of the court of common pleas, within and for the county of St. Louis, Territory of Missouri, aforesaid, duly authorized by law to take proofs of last wills and testaments, do certify, that on this seventh day of November, in the year of our Lord one thousand eight hundred and fourteen, Charles Gratiot, one of the subscribing witnesses to the within last will and testament of Jacques Clamorgan, being duly sworn, deposeth and sayeth, that he was present when Jacques Clamorgan named, executed, and acknowledged the within instrument of writing as his last will and testament, for the purposes therein contained, as his own free and voluntary will and testament; that at the time of executing the same he, the said Clamorgan, was of sound mind and disposing memory, and that he, the said deponent, put his signature thereto as a witness to the same, together with Jean P. Cabanné, Antoine Soulard, and Mary P. Leduc, notary public.

CHARLES GRATIOT.

Sworn to and subscribed before me, on the day and year in that behalf written, to wit, November 7th, A. D. 1814.

M. P. LEDUC, *Clk.*

STATE OF MISSOURI,

County of St. Louis, ss:

I, Peter Ferguson, judge of probate of the county of St. Louis, in the State of Missouri, certify, that the foregoing is a true copy of the last

will and testament of Jacques Clamorgan, deceased, and of the probate thereof, as the same now remains on file amongst the papers and files of the estate of said deceased in my office.

In testimony whereof I hereto set my hand and affix the seal of probate court of the county of Saint Louis, at office in said county, and in the State aforesaid, this sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-five.

[L. S.]

PETER FERGUSON,
Judge of Probate.

Copy of Cyprian Clamorgan will.

5th. A certified copy of the last will and testament of Cyprian Martial Clamorgan, and the probate thereof, in the words and figures following, to wit:

I, Cyprian Martial Clamorgan, of the State of Missouri, and county and city of St. Louis, being of sound mind and disposing memory, being sensible that my final dissolution is at hand, and wishing to settle all my temporal affairs as far as is now in my power, I do hereby solemnly make, ordain, establish and publish this my last will and testament, to be observed and fully kept by my executors, jointly and severally, that is to say: Item, I give and bequeath to Henry Clamorgan, now an infant of five or six years of age, who is the second natural son of my natural sister Apauline Clamorgan, in full right and property, to have and to hold to him, his heirs and assigns forever, in fee simple, a lot of ground of which I now stand seized and possessed, situate, lying, and being in the city of St. Louis, and is bounded on the east forty-three feet by the first or main street of said town, on the north seventy-two and a half feet more or less, by a lot of Sylvester Pratte, on the west forty-three feet by a lot of said Apauline Clamorgan, and on the south by a cross street which separates said lot from the Missouri hotel, which said lot is situate on block No. 25, on the plat of the city of St. Louis.

Item, I also give and bequeath in like manner to the said Henry Clamorgan, and to his heirs and assigns forever, a small stone building situate on said block No. 25, bounded on the east by the stone house of the said Apauline Clamorgan, seventeen feet, and a small plat of ground attached to said house, bounded as follows, to wit: bounded on the east by the said stone house of the said Apauline, twenty-nine feet more or less, on the north by a small lot or square of ground belonging to the said Apauline, thirty-two feet, on the west by a twelve feet alley, twenty-nine feet more or less, and on the south by a cross street thirty-two feet, which said cross street separates said lot from the lot whereon stands the stone house called the Missouri hotel; which said lots are to be leased out by my executors, or either of them, on such terms as they, or either of them, may think most advantageous for the preservation and permanent improvement thereof; and it is my desire that the rents and profits arising from said lots and house, which may remain after

current expenses are paid, shall be applied by my executors, or the guardian of said Henry, to his support and education, until said Henry arrives to the age of twenty-one years, when the said Henry shall take the possession and management of said lot and house into his own hands.

Item, I give and bequeath in like manner to Louis and to Louisa Clamorgan, the infant son and daughter of my said sister, Apauline Clamorgan, to have and to hold as tenants in common, and to their heirs and assigns forever, a lot of ground situate on said block No. twenty-five, bounded as follows: beginning at the northwest corner of the stone inclosure which surrounds the whole premises, being the southwest corner of a lot originally granted to one Lapierre, and on Second street; thence southwardly with the eastern edge of said Second street, seventy feet, to the northwest corner of a lot of said Apauline Clamorgan; thence eastwardly with the northern boundary line of the said lot of the said Apauline, and passage or alley aforesaid, to the western boundary line of another small lot of said Apauline, one hundred and eighty feet; thence northwardly with the western boundary of said lot to the corner, about twelve feet; thence eastwardly with the northern boundary line of said lot of said Apauline, to the western boundary line of a lot of Sylvester Pratte, about thirty feet; thence northwardly with the western boundary line of said Pratte's lot, to the lot now occupied by Lewis Newell, on which is a blacksmith shop, about fifty-eight feet; thence westwardly with the southern boundary line of said lot occupied by said Newell, and the lot granted to the said Lapierre, about one hundred [and] ninety feet, to the beginning corner; and it is my will that my executors do lease said lot and the house thereon, on such terms as may be most advantageous for the preservation and permanent improvement thereof, until the said Louisa marries or arrives to the age of twenty-one years, and that the rents and profits arising therefrom, after deduction of necessary expenses for repairs, taxes, &c., be applied by my executors, or the guardian or guardians of the said Louis and Louisa, to their support and education; and that when said Louisa marries or arrives at the age of twenty-one years, that equal partition of said lot be made between her and the said Lewis, and if either the said Louisa or Lewis shall die before partition of said lot as aforesaid, without issue of their bodies, then it is my will that the survivor have and enjoy the whole of said lot in fee simple.

Item, I give and bequeath to my said sister Apauline, and to her said children, Louis, Henry, and Louisa, and to the survivors of them, all the interest and estate which I may have, or be entitled to in law or in equity, to any lands, lots, or houses, in-lying and being in the State of Missouri, to have and to hold the same as tenants in common, to them and their heirs forever.

Item, I give and bequeath to my sister Apauline my personal property of every nature and character whatsoever, including all my debts, dues, moneys, and rents, a horse and cart, absolutely, on condition that she pay such debts and demands against me as may be hereafter esta b

lished against me or my estate, or executors, as far as the said personal property shall extend.

Item, I appoint Charles Collins and Apauline Clamorgan to be my executors.

Item, and lastly, I bequeath my soul to God, my maker, my body to the earth, and bid an eternal adieu to the world whenever it shall please God to call me hence to another world.

In testimony whereof I have hereunto set my hand, and affixed my scrawl by way of seal, at the city of St. Louis, this 22d day of February, in the year of our Lord eighteen hundred and twenty-seven.

CYPRIAN CLAMORGAN. [SEAL.]

Witness—ISAAC C. McGIRK,
PETER FERGUSON,
LEWIS NEWELL,
JOHN HARKNESS.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that on this 27th day of May, in the year eighteen hundred and twenty-seven, personally appeared before me, clerk of the county court of St. Louis county, Isaac C. McGirk and Peter Ferguson, two of the subscribing witnesses to the last will and testament of Cyprian Martial Clamorgan, deceased, who being duly sworn, upon their oath say, that they were present and saw the said Cyprian Martial Clamorgan sign, seal, and declare, and publish the within, as his last will and testament; that at the time of executing the same he, said Clamorgan, was of sound and disposing mind, that he declared the same to be his last will and testament in their presence, and signed the same as such, and that they, in his presence, and at his request, signed the same as subscribing witnesses thereto.

J. C. McGIRK,
PETER FERGUSON.

Sworn to and subscribed before me, this 27th day of May, A. D. 1827.

JOHN BENT, *D. Clerk.*

STATE OF MISSOURI,
County of Saint Louis, ss:

I, Peter Ferguson, judge of probate of the county of Saint Louis, in the State of Missouri, certify, that the foregoing is a true copy of the last will and testament of Cyprian Clamorgan, deceased, and of the certificate of the probate thereof, as the same now remains of record in my office, in the record of letters and wills, book A, page 295, and following, and page three hundred [and] twenty-six, and following.

In testimony whereof I hereto set my hand, and affix the seal of the probate court of the county of Saint Louis, at office in said [SEAL.] county, this sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-five.

PETER FERGUSON, *Judge of Probate.*

Copy of Apauline Clamorgan's will.

6th. A certified copy of the last will and testament of Apauline Clamorgan, and the probate thereof, in the words and figures following, to wit:

In the name of God, amen. I, Apauline Clamorgan, being of sound and disposing mind, do make, publish, declare, and ordain this my last will and testament, in manner and form following, that is to say: First, wishing and intending, as far as in me lies, to place my several children on equal footing, in a pecuniary point of view, and as regards their worldly advancement at the time of my dissolution, and for as much as my second son and child Henry has been sufficiently provided for and established in the world by the will of his uncle Cyprian Martial Clamorgan, deceased, and placed in better situation, in a pecuniary point of view, than I remain able to place the balance of my children; therefore, I will, ordain, and require of my executor, hereinafter named, so to execute this my said last will and testament, that said Henry shall receive no portion or part of any real estate, except as hereinafter mentioned, but shall only be entitled to his equal portion of the proceeds of the personal property which I may leave at the time of my death.

Item, I do hereby give, bequeath, and devise, to my children in equal proportion, and to be equally divided amongst them, to wit: Louis, Louise, and any and all other children which may hereafter before my death be born to me, a certain lot, piece, or parcel of land, situate, lying, and being in the city of Saint Louis, county of Saint Louis, and State of Missouri, bounded south by a cross street, commonly called Oak street, west by Second, Main, or Church street, and north by lots now or late the property of Laprise and Pratte; the property hereby and herein bequeathed and devised being all my right, title, interest, and property of, in, and to a certain larger lot or quantity of land, heretofore, to wit, on the eighth day of May, in the year of our Lord one thousand eight hundred and three, by Joseph Brazeau, for and through Jacques Clamorgan, conveyed to St. Eutrope, Cyprian Martial, and the said Apauline Clamorgan, the testatrix, which said lot contained the quantity of one hundred and twenty feet front, by three hundred feet in depth, being in block numbered twenty-five on the plat of said city of Saint Louis.

Item, I hereby give, devise, and bequeath, to Alexander Frier, all my right, title, and interest, in and to a certain part and portion of said above described lot of ground, which I may have by virtue of a deed of mortgage, bearing date on the third day of October, in the year of our Lord one thousand eight hundred and twenty-nine, executed by said Alexander Fryer to me, and about which a suit in ejectment is now pending in the supreme court of the State of Missouri, for the recovery of the same; upon condition, nevertheless, that the said Alexander secure and save harmless my heirs, executors, &c., from all debts, dues, damages and demands, due or to become due, accrued or to accrue,

for improvements or other claim by and in favor of Charles Collins, or his assigns, on account of said piece of lot, which is estimated to contain fifty-nine feet, fronting on said Second or Church street, by one hundred and forty-three feet in depth, running to, and fronting on a cross street, commonly called Oak or Ferry street.

Item, I give and bequeath to my said children, Louis, Henry, Louise, and any and all others hereafter to be born to me, and to the survivor or survivors of them, and their heirs and assigns, all the interest and estate which I may have or be entitled to in law or equity, to any lands, lots, and houses, lying and being within the State of Missouri, to have and to hold the same as tenants in common, and not as joint tenants.

Item, I hereby nominate and appoint Alexander Fryer, of the city of Saint Louis, my true and lawful executor, to do and perform this my last will and testament, and guardian of my said children, with full power for them to prosecute all and any suits which may be necessary for the recovery and establishment of their titles, through and under me, to any unconfirmed lands, lots, and houses in the said State of Missouri, and to make such bargain with counsel for that purpose, and pledge such unconfirmed property for the payment of counsel and assistance as to him shall seem meet and reasonable.

Item, I hereby exempt my said executor from the necessity of giving any security for his faithful performance of the trust herein and hereby reposed in him.

Item, it is my wish and request, that my said executor provide a suitable place for my daughter Louisa, and bind or otherwise dispose of her at such place to be educated and reared in a decent and becoming manner; and to put out and bind my two sons, Louis and Henry, to some useful trade, until they arrive at the age of twenty-one years.

Signed, sealed, published, and declared by me to be my last will and testament in manner and form above set forth, with two words interlined in the twelfth, and one in the twenty-fifth line from the beginning, and an erasure in the last section of my said will.

PAULINE CLAMORGAN. [SEAL.]

In the presence of the undersigned who have signed the same as subscribing witnesses to the same, in the presence of the testatrix, and of each other, this eleventh day of April, A. D. 1830.

JOHN BENT,
D. KIMBALL.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that at a term of the county court, within and for the county of St. Louis, in the State of Missouri, begun and held at the city of St. Louis, in said county, on the third day of May, in the year of our Lord eighteen hundred and thirty, personally appeared in open court John Bent and Daniel Kimbal, subscribing witness to the foregoing instrument of writing and they, the said John Bent and Dudly Kimbal, being sworn upon their oaths, according to law, severally

deposed and said, that they were present and did see the above named Pauline Clamorgan sign the foregoing instrument of writing, and heard her publish, pronounce, and declare the same to be her last will and testament; and that at the time of so doing she, the said testatrix, was of sound and disposing mind, to the best of their knowledge, observation, and belief; and that they, the said deponents, subscribed their names thereto, in the presence, and at the request of the testatrix, and in the presence of each other as witnesses to the same; whereupon it was considered by the court that said instrument of writing was duly proved to be the last will and testament of the said Pauline Clamorgan, and ordered the same to be recorded.

In witness whereof I, Henry Chouteau, clerk of said county court, have hereunto affixed the seal of said court at office, this twelfth [SEAL.] day of May, in the year of our Lord eighteen hundred and thirty.

HENRY CHOUTEAU, *Clerk*.

STATE OF MISSOURI,

County of St. Louis, ss:

I, Peter Ferguson, judge of probate of the county of Saint Louis, in the State of Missouri, certify, that the foregoing is a true copy of the last will and testament of Pauline Clamorgan, deceased, and of the certificate of the probate thereof, as the same now remains of record in my office in the record of letters and wills, book A, page 454 and following.

In testimony whereof I hereto set my hand, and affix the seal of the probate court of the county of Saint Louis, at office in said county, and in the State of Missouri, this seventeenth day of [L. S.] June, in the year of our Lord one thousand eight hundred and forty-five.

PETER FERGUSON,
Judge of Probate.

Clamorgan, Louis and Henry, and wives, to F. C. Sharp—deed.

7th. A deed from Louis and Henry Clamorgan, and their wives, to the plaintiff and Fidelio C. Sharp, in the words and figures following, to wit:

This deed, made and entered into this twenty-eighth day of April, A. D. eighteen hundred and forty-five, by and between Louis Clamorgan and Julia, his wife, of the city and county of St. Louis, and State of Missouri; and Henry Clamorgan and Harriet, his wife, of the town of Milwaukie, and Territory of Wisconsin, parties of the first part, and Fidelio C. Sharp and Isaac Landes, of the county of Christian, and State of Kentucky, parties of the second part, witnesseth: That the said parties of the first part, in consideration of five thousand dollars to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents remise, release, and forever quit-claim, unto the said parties of the second part, their

heirs and assigns, all the right, title, claim, interest, and estate which they, the said parties of the first part, may have now, or may hereafter acquire, under and by virtue of any patent which may be issued by the Government of the United States, in and to a certain tract or parcel of land situated in the county of St. Louis, and State of Missouri, saving and reserving unto the said parties of the first part one undivided fourth part of their original interest and estate in and to said tract. The said tract or parcel of land is bounded and described as follows, to wit: bounded on the south by land originally granted and confirmed to Francis Bissonet, or his legal representatives; on the north by lands originally granted and confirmed to one Joseph Taillou, or to his legal representatives; on the east by the eastern line of the common field lots originally adjoining the town of St. Louis; and on the west by the western line of said common field lots, it being survey number twelve hundred and seventy-eight, and is the same tract or parcel of land originally confirmed to one Jacques Clamorgan, assignee of Esther, assignee of Gabriel Dodier, as appears by the U. S. commissioners' certificate of confirmation, dated November 13th, 1811, it being one arpent in front by forty arpens in depth, more or less; and being also the same tract or parcel of land which lies between Washington avenue on the south, Green street on the north, Third Street on the east, and the aforesaid western line of the common field lots on the west, as the city of St. Louis is now laid off. To have and to hold the same, together with the rights, immunities, privileges, and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever; the said Louis and Henry hereby covenanting that they, their heirs, executors, and administrators, shall and will warrant and defend the title to the premises to the said parties of the second part, and to their heirs and assigns forever, against the lawful claims of all persons claiming under them, the said Louis and Henry, their heirs or assigns, but against the claims of none other whomsoever.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written. The word "part" over 18th line on 1st page, and the word "said" over 4th line on 2d page, interlined before signing.

Done in presence of—

L. CLAMORGAN, [SEAL.]
JULIA CLAMORGAN, [SEAL.]
HENRY CLAMORGAN, [SEAL.]
HARRIET CLAMORGAN. [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that on this twenty-ninth day of April, eighteen hundred and forty-five, before me, the undersigned clerk of the county court in and for said county, came Louis Clamorgan and Julia, his wife, Henry Clamorgan and Harriet Clamorgan, his wife, who are

personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and severally acknowledged the same to be their act and deed for the purposes therein mentioned. They, the said Harriet Clamorgan and Julia, being first made acquainted with the contents of said conveyance, acknowledged, on an examination apart from their said husbands, that they executed the same, and relinquished their dower in the real estate therein mentioned, freely and without compulsion, or undue influence of her said husband.

In testimony whereof I hereto set my hand and affix the seal of said court at office, in St. Louis, the day and year last above [L. S.] written.

S. D. BARLOW, *Clerk*.

STATE OF MISSOURI,
County of St. Louis, ss:

I certify the forgoing instrument of writing was filed for record in my office, on the 3d day of May, 1845, and is truly recorded in book P, No. 3, page 450 and following.

Given under my hand and seal of office this 5th day of May, [L. S.] 1845.

S. D. BARLOW, *Recorder*.

It was admitted, on behalf of the defendant, that at the time of the institution of this suit he was in possession of a part of the premises described and embraced in the plaintiff's declaration, to wit, a lot in the city of St. Louis, fronting one hundred and eleven feet six inches on Washington avenue, and running back north one hundred and fifty-two feet in depth, bounded on the south by Washington avenue, and on the west by Fourth street; and that the said lot is embraced in the confirmation, survey, and patent read in evidence by the plaintiff, being part of that forty arpent tract, which tract is bounded south by the centre of Washington avenue.

Testimony of Charles Collins.

Charles Collins, a witness for plaintiff, testified, that he was acquainted with Apauline and Cyprian Martial Clamorgan, in their lifetimes; that he may have seen St. Eutrope and Maximin Clamorgan, but was not acquainted with them; that witness has resided at St. Louis since the year 1820, and it was reported and believed by the near relatives and friends of St. Eutrope and Maximin, that they died many years ago, the former leaving a wife but no children, the latter having never been married, and both having died intestate.

He also testified, that Cyprian Martial died in the year 1826 or 1827, and that Apauline died in 1829 or 1830; that Apauline left four children at her death, to wit, Louis, Henry, Louisa, and Cyprian; that Louisa died in 1833 or 1834, being then only seven or eight years old; that Louis, Henry, and Cyprian, her remaining children, are yet living; that Apauline died a few days before the birth of her son Cyprian; that

Apauline was never married, and her children were illegitimate; that Cyprian, Martial, and Apauline, were mulattoes.

It was admitted on the part of plaintiff and defendant, that Jacques Clamorgan died between the date and probate of his will, as read in evidence by the plaintiff.

Testimony of H. W. Leffingwell.

H. W. Leffingwell, a witness for plaintiff, testified that he was acquainted with the premises in dispute; that the lot in possession of defendant, with all improvements on it as it now stands, has been worth at rent at least five hundred dollars per annum; at rent from the time of the commencement of this suit, and at that rate monthly; that defendant put all the improvements upon the lot, and that witness would not put the fence around the lot, such as is there, for five years' ground rent of the lot; that witness came to this city in 1838, in April, and defendant then lived upon the lot, and has ever since lived there.

It was also proved that the lot in controversy in this suit was worth over twenty thousand dollars.

Defendant's evidence.

The defendant then offered to read in evidence a transcript of a record in the case of Gregoire Sarpy, ex'r. of Antoine Reihl, dec'd, vs. Jacques Clamorgan, and in connection therewith a deed from Jeremiah Conner, sheriff, to Alexander McNair, and a certified copy of the record of the acknowledgment from the court of common pleas; which transcript and deed, and certified copy of the entry of the acknowledgment, are in the words and figures following, to wit:

Transcript of record, Sarpy, ex'r, vs. Clamorgan.

A transcript of the record and proceedings had in the general court, in the Territory of Louisiana, in the case of Gregoire Sarpy, executor of the last will and testament of Antoine Reilhe, for the use of Meldrum and Parke, plaintiff, and Jacques Clamorgan, defendant.

Declaration.

In the general court, May term, 1808.

TERRITORY OF LOUISIANA,
St. Louis district, sct:

Jacques Clamorgan, late of the district of St. Louis, in the said territory, merchant, was summoned to answer to Gregoire Sarpy, executor of the last will and testament of Antoine Reilhe, deceased, in a plea of trespass on the case, and there are pledges to prosecute, to wit, John Doe and Richard Roe; and thereupon the said Gregoire, by John Rice Jones, his attorney, complains, that whereas the said Jacque, on the sixth day of November, in the year of our Lord one thousand seven hundred and ninety-seven, at St. Louis, in the said territory, made his certain note in writing, commonly called a promissory note, his own

proper handwriting being thereto subscribed, bearing date the same day and year aforesaid, and delivered the said note to the said Antoine; by which said note the said Jacques promised that he would pay to the order of the said Antoine, by the description of Mr. Ante. Reilhe, the sum of two thousand three hundred and seventy-nine dollars and one sixth of a dollar, in the forms and conditions thereafter stipulated, to wit, the sum of five hundred ninety-four dollars six escalins and a half, in the month of June, then next, in the year one thousand seven hundred and ninety-eight; the like sum of the same epoch in one thousand seven hundred and ninety-nine; also the like sum at the same epoch; in the year one thousand eight hundred; and finally the like sum at the same epoch in the year one thousand eight hundred and one, which would be the time of the last term and payment; the whole payable in the place at the current price of peltry at the time of each payment, or in hard dollars of Spain, at the rate of six livres to the dollar, as it had been calculated in the sum total above mentioned, or otherwise payable at Michilimackinac, if he should rather choose it, as well for one portion as for the whole of each payment to be made as is above mentioned; and that in settlement (or balance) of all the affairs which the deceased La Coste had contracted with Mr. Meldrum and Park, merchants at Mackinac. By virtue of which said note, the said Jacques became liable to pay to the said Antoine the said sum of two thousand three hundred and seventy-nine dollars and one sixth of a dollar, in the said note mentioned, according to the tenor and effect of the same note; and being so liable, he, the said Jacque, in consideration thereof, afterwards, that is to say, on the same day and year first above mentioned, at St. Louis, aforesaid, in the said territory, took upon himself, and to the said Antoine then and there faithfully promised to pay him the said sum of two thousand three hundred and seventy-nine dollars and one sixth of a dollar, in the said note mentioned, according to the tenor and effect of the same note.

And whereas, also, the said Jacque, afterwards, that is to say, on the sixth day of November, in the year of our Lord one thousand seven hundred and ninety-seven, at St. Louis aforesaid, in the said territory, made and delivered to the said Antoine his certain other note in writing, commonly called a promissory note, his own proper handwriting being thereto subscribed, bearing date the same day and year last aforesaid, which said note, written in the French language, is in the words and figures following, to wit:

"Je payerai, à l'ordre de Mr. Ante. Reilhe, la somme de deux mille trois cent soixante-dix-neuf piastres & un sixième de piastre, dans les formes & conditions cy-après stipulées, sçavoir: La somme de cinq cent quatre-vingt-quatorze piastres six escalins & demi, au mois de Juin prochain, de l'année mil sept cent quatre-vingt-dix-huit; pareille somme, à la même époque, en mil sept cent quatre-vingt-dix-neuf; également, pareille somme, à la même époque, en l'année mil huit cent; & finalement, semblable somme, à la même époque, en année mil huit cent-

un, qui sera l'échéance du dernier terme & payement; tout payable en ce lieu, aux prix courant de la pelleterie de chaque échéance, ou en piastres fortes d'Espagne, à raison de six livres la piastre, ainsi qu'elle a été calculé dans la somme totale ci-dessus, ou autrement payable à Michelimackinac, si mieux, j'aime; tant pour une portion que comme pour la totalité de chaque payement à faire, aussi qu'il est énoncé cy-dessus, & cela pour solde à toutes les affaires que feu La Coste avoit contracté avec Mrs. Meldrum & Parke, neg'ts à Mackinac. Fait à St. Louis, ce sixième du moi 9bre, de mil sept cent quatre-vingt-dix-sept. Un mot razé ci-dessus.

(Signed) J. CLAMORGAN."

By virtue of which last mentioned note the said Jacque became liable to pay to the said Antoine, in his lifetime, the said sum of two thousand three hundred and seventy-nine dollars and one sixth of a dollar, in the said last mentioned note contained, according to the tenor and effect of the same note; and being so liable, he, the said Jacque, in consideration thereof, afterwards, that is to say, on the same sixth day of November, in the year last above mentioned, at St. Louis aforesaid, took upon himself, and to the said Antoine then and there faithfully promised to pay him the said sum of two thousand three hundred and seventy-nine dollars and one sixth of a dollar, in the said last mentioned note contained, according to the tenor and effect of the same note.

And whereas, also, the said Jacque afterwards, that is to say, on the same sixth day of November, in the year of our Lord one thousand seven hundred and ninety-seven, at St. Louis aforesaid, in the said territory, was indebted to the said Antoine, in his lifetime, in the further sum of three thousand dollars of lawful money of the United States, as well for so much money by the said Jacque before that time had and received to and for the use of the said Antoine, as for so much money by the said Antoine before that time paid, laid out, and expended, to and for the use of the said Jacque, and at his especial instance and request; and being so indebted, he, the said Jacque, in consideration thereof, afterwards that is to say, on the same day and year last aforesaid, at St. Louis aforesaid, took upon himself, and to the said Antoine then and there faithfully promised to pay him the said sum of money last mentioned, whenever he, the said Jacque, should be thereto afterwards requested; yet the said Jacque, no wise regarding his said several promises and assumptions in form aforesaid made, but contriving and fraudulently intending to deceive and defraud the said Antoine in his lifetime, and the said Gregoire after his decease, in this behalf, hath not paid to the said Antoine in his lifetime, or to the said Gregoire after the decease of the said Antoine, the said several sums of money above mentioned, or either of them, or any part, although so to do, he, the said Jacque, by the said Antoine, in his lifetime, oftentimes, and by the said Gregoire after the decease of the said Antoine, afterwards, to wit: on the first day of January, in the year of our Lord one thousand eight hundred and four, at St. Louis aforesaid, in the said territory, was requested. But to pay the same to the said Antoine in his lifetime, or to the said Gre-

goire after the decease of the said Antoine, he, the said Jacque, hath hitherto wholly refused; and still doth refuse, wherefore the said Gregoire saith he is injured, and hath damage to the value of four thousand dollars, and therefore he brings his suit, &c. And the said Gregoire brings here into court the letters testamentary of the said Antoine, granted according to the laws and customs of the late province of Louisiana, during the time the said province, but now territory, was under the dominion of his Spanish majesty, at which time the said Antoine died, whereby it appears sufficiently to the court here that the said Gregoire is the executor of the said testament of the said Antoine, and has the administration thereof, &c.

JOHN RICE JONES, *Attorney for pl'ff.*

TERRITORY OF LOUISIANA.

In the general court. May term, 1808.

Gregoire Sarpy, executor of Antoine Reilhe, deceased, puts in his place and stead John Rice Jones, his attorney, against Jacques Clamorgan, in a plea of trespass on the case.

Copy of the note.

Je payerai, a l'ordre de Mr. Ante. Reilhe, la somme de deux mille trois cent soixante-dix-neuf piastre & un sixième de piastre, dans les formes & conditions cy-après stipulées, sçavoir: La somme de cinq cent quatre-vingt-quatorze piastres six escalins et demi, au mois de Juin proch'in, de l'année mil sept cent quatre-vingt-dix-huit; pareille somme, à la même époque, en mil sept cent quatre-vingt-dix-neuf; également pareille somme, à la même époque, en l'année mil huit cent; & finalement, semblable somme, à la même époque, en l'année mil huit cent un, que sera l'échéance du dernier terme & payement; le tout payable à ce lieu, au prix courant de la pelleterie, lors de chaque échéance, ou en piastres fortes d'Espagne, à raison de six livres la piastre, ainsi qu'elle a été calculé dans la somme totale cy-dessus, ou autrement payable à Michelimackinac, si mieux, j'aime; tant pour une portion que comme pour la totalité de chaque payement à faire, aussi qu'il est énoncé ci-dessus, & cella pour solde à tout les affaires que feu La Coste avoit contracté avec Mrs. Meldrum & Parke, neg'ts, à Mackinac. Fait à St. Louis, ce sixième du mois de 9bre, de mil sept cent quatre-vingt-dix-sept. Un mot razé cy-dessus.

J. CLAMORGAN

JNO. RICE JONES, *Atty. for pl'ff.*

Endorsement on declaration.

This is an action on the case to recover money due by note. Issue summons.

CARR, *Attorney.*

Summons.

TERRITORY OF LOUISIANA, *ss:*

The United States of America, to the sheriff of the district of St. Louis, greeting:

We command you that you summon Jacques Clamorgan, that he be and appear before the judge of the general court of our Territory of Louisiana, at a general court to be held in and for said territory, at the town of St. Genevieve, on the first Monday of May next, to answer unto Gregoire Sarpy, executor of Antoine Reilhe, dec'd, of a plea of trespass on the case to his damage four thousand dollars, and have you then there this writ.

Witness the honorable John B. C. Lucas, esquire, presiding judge of the said court at St. Louis, this 6th day of April, in the [L. S.] year of our Lord one thousand eight hundred and eight, and of our independence the thirty-second.

J. V. GARNIER, *Cl'k.*

Judgment. May 16th, 1808.

Gregoire Sarpy, executor of Reilhe, use of Muldrum and Parke vs. Jacques Clamorgan.

And now at this day come the parties aforesaid, by their attorneys, and neither of said parties requiring a jury, but this case, with all things relating to the same, being submitted to the court, for that it appears to the said court that the said Gregoire Sarpy, executor, &c., has sustained damages by virtue of the not performing the promises and assumptions aforesaid. Therefore it is considered by the said court that the said Gregoire Sarpy, executor, &c., recover against the said Jacques Clamorgan the sum of two thousand three hundred and ninety-three dollars and eighty-three and two thirds cents, for his damages aforesaid, together with his costs and charges by him about his suit in this behalf laid out and expended; and the said Jacques Clamorgan, in mercy, &c.

Execution.

TERRITORY OF LOUISIANA,
General court, ss:

The United States of America, to the sheriff of the district of St. Louis, greeting:

Whereas Gregoire Sarpy, executor of Reilhe, for the use of Meldrum and Parke, at our general court, of our Territory of Louisiana, before our judges of our said court, hath recovered against Jacques Clamorgan two thousand three hundred and seventy-nine dollars and sixteen and two-thirds cents of damages; also the sum of thirty-one dollars and forty-two cents, which to the said Gregoire Sarpy, executor, &c., use as aforesaid, were adjudged for his damages, as well by reason of detaining that money as for his costs in that suit expended, as appears to us of record.

These are therefore to command you, that of the goods and chattels, lands and tenements, of the said Jacques Clamorgan, you cause to be made the aforesaid damages and costs, and that you have the same before the judges of our said court on the first Monday of October next, to render the said Gregoire Sarpy, executor, &c., use as aforesaid, the damages and costs aforesaid; and for want of sufficient goods and chattels, lands and tenements, whereon to levy and make the same, we command you that you take the said Jacques Clamorgan, if he may be found in your bailiwick, and him safe keep so that you have his body before the same judges on the said first Monday of October, to satisfy the said Gregoire Sarpy, executor, and use as aforesaid, of the aforesaid damages and costs, and that you certify to our said judges how you execute this writ; and have you then and there this writ.

Witness the honorable John B. C. Lucas, esquire, presiding judge of our said court at St. Louis, this sixth day of June, in the year of our Lord one thousand eight hundred and eight, and of our independence the thirty-second.

J. V. GARNIER, *Clerk*.

Endorsement on the execution.

No. 29, May T. 1808. General court, October term, 1808. Gregoire Sarpy, executor of Reilhe, use of Meldrum and Parke, vs. Jacques Clamorgan. Execution.

Damages - - - - -	$2393.83⅓
Clerk's fees - - - - -	6.35
Attorney - - - - -	6.00
Sheriff Conner - - - - -	1.10
Cryer, St. Genevieve - - - -	10
Recorder Le Duc - - - -	1.20
Rec'd 6 June, 1808, satisfied.	$2408.58⅓

JER'H CONNOR, *Sheriff*.

STATE OF MISSOURI, *sct:*

I, Hampton L. Boon, clerk of the supreme court of the State of Missouri, do certify, that the annexed and foregoing pages contain a full and perfect transcript of the record and proceedings of the general court of the Territory of Louisiana, within and for the district of St. Louis, in a certain cause wherein Gregoire Sarpy, executor of the last will and testament of Antoine Reilhe, for the use of Meldrum and Parke, was plaintiff, and Jacques Clamorgan was defendant, as the said record and proceedings of the said cause are now found in my office.

In testimony whereof I hereunto set my hand, and affix the seal of [SEAL.] said supreme court, at office in the city of Jefferson, this 21st day of March, A. D. eighteen hundred and forty-six.

H. L. BOON.

Sheriff's deed to Alex'r McNair.

To all whom these presents shall come, I, Jeremiah Conner, sheriff of the district of St. Louis, send greeting:

Whereas a certain writ of fieri facias, to me directed, was on the sixth day of June, in this same year, issued out of the office of the clerk of the general court of the Territory of Louisiana, in favor of Gregoire Sarpy, executor of Antoine Reilh, for the use of Meldrum and Parke, against Jacques Clamorgan, a copy of which said writ is attached to this deed, and makes part of the same.

And whereas, by virtue thereof, and to satisfy the said execution, I did levy upon and attach all the right, title, and interest, of the said Jacques Clamorgan, to a certain piece or parcel of land, being one arpent front by the depth of forty arpens, situate in the Little Prairie, and adjoining the town of St. Louis; and the said premises being by me, the said sheriff, advertised according to law, were afterwards, to wit, on the seventh day of July, in this same year, at the court house door, and whilst the court of common pleas of said district was in session, cried and sold to Alexander McNair, for the sum of one hundred and eighty dollars current money of the United States.

Now, therefore, know ye, that by virtue of the powers vested in me by law, and for and in consideration of the said sum of one hundred and eighty dollars to me, the said sheriff, well and truly paid and satisfied by the said Alexander McNair, I do hereby grant, assign, transfer, and make over to him, the said Alexander McNair, his heirs and assigns, all the right, title, interest, and property of him, the said Jacques Clamorgan, in and to the aforementioned and described premises and appurtenances, to have and to hold the same to him, the said Alexander McNair, his heirs and assigns forever.

In testimony whereof, I, the said sheriff, have hereunto set my hand and affixed my seal this eighth day of July, in the year of our Lord one thousand eight hundred and eight.

JER'H CONNOR, [SEAL.]
Sheriff, D. St. L.

Signed, sealed, and delivered in the presence of—

TERRITORY OF LOUISIANA,
General court, sct:

The United States of America, to the sheriff of the district of St. Louis, greeting:

Whereas Gregoire Sarpy, executor of Reilhe, for the use of Meldrum and Parke, at our general court, of our Territory of Louisiana, before our judges of our said court, hath recovered against Jacques Clamorgan two thousand three hundred and seventy-nine dollars and sixteen and two-thirds cents of damages, as also the sum of thirty-one dollars and forty-two cents, which to the said Gregoire Sarpy, executor, &c., use as

aforesaid, were adjudged for his damages, as well by reason of detaining that money as for his costs in that suit expended, as appears to us of record.

These are therefore to command you, that of the goods and chattels, lands and tenements, of the said Jacques Clamorgan, you cause to be made the aforesaid damages and costs, and that you have the same before the judges of our said court on the first Monday of October next, to render the said Gregoire Sarpy, executor, &c., use as aforesaid, the damages and costs aforesaid; and for want of sufficient goods and chattels, lands and tenements, whereon to levy and make the same, we command you that you take the said Jacques Clamorgan, if he may be found in your bailiwick, and him safe keep so that you have his body before the same judges on the said first Monday of October, to satisfy the said Gregoire Sarpy, executor, &c., use as aforesaid, of the aforesaid damages and costs, and that you certify to our said judges how you execute this writ; and have then there this writ.

Witness the honorable John B. C. Lucas, esquire, presiding judge of our said court at St. Louis, this sixth day of June, in the year of our Lord one thousand eight hundred and eight, and of our independence the thirty-second.

J. V. GARNIER, *Clerk*.

I, Thomas F. Riddick, clerk of the court of common pleas for St. Louis district, do hereby certify, that Jeremiah Connor, esqr., sheriff of the district aforesaid, appeared in open court on the ninth day of July, one thousand eight hundred and eight, and acknowledged the within deed to Alexander McNair to be his proper act for the purposes within contained.

Given under my hand and seal of the district aforesaid.

[L. S.] THOMAS F. RIDDICK.

COUNTY OF ST. LOUIS, *ss:*

I, the undersigned recorder for said county, do certify, that the foregoing deed was, on this 13th day of October, 1846, filed for record in my office, and is truly recorded in book E, No. 4, page 59 and 60.

Given under my hand and official seal the date aforesaid.

[L. S.] S. D. BARLOW,
Recorder.

TERRITORY OF LOUISIANA,
District of St. Louis.

In the St. Louis court of common pleas, July term, 1808.

Saturday, July 9th, 1808.

Jeremiah Connor, sheriff, to Alexander McNair.

A deed this day acknowledged in open court, for a lot or parcel of land, one arpent in front, and forty in depth, situate in the Little Prairie, adjoining the town of St. Louis, sold to said Alexander McNair by said sheriff, as the property of Jacques Clamorgan, on the following suit in

the general court of the Territory of Louisiana, to wit, Gregoire Sarpy, executor of Riehle, deceased, use of Meldrum and Parke, against Jacques Clamorgan, in consideration of the sum of one hundred and eighty dollars.

STATE OF MISSOURI,
County of St. Louis, ss:

I, John Ruland, clerk of the circuit court within and for the county aforesaid, certify the foregoing to be a true and correct copy of an acknowledgment of a deed from Jeremiah Connor, sheriff, to Alexander McNair, as fully as the same remains of record in my office.

In testimony whereof I have hereto set my hand and affixed the seal of said court at office, in the city of St. Louis, this twentieth [L. S.] day of April, A. D. 1846.

JOHN RULAND, *Clk.*

To which three documents the plaintiff objected, but the court overruled the objection and allowed them to be given in evidence, to which the plaintiff excepted at the time.

The defendant also offered to read in evidence a transcript of record in the case of Rufus Easton vs. Jacques Clamorgan's executors, and in connection therewith a deed from John K. Walker, sheriff, to John O'Fallon and Jesse G. Lindell, which transcript and deed are in the words and figures following, to wit:

Transcript of record, R. Easton vs. J. Clamorgan's executors.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered, that heretofore, to wit, on the seventeenth day of November, A. D. one thousand eight hundred and nineteen, there was filed in the office of the clerk, within and for the county aforesaid, a declaration in the words and figures following, viz:

Declaration.

Missouri territory, St. Louis circuit court, at the term of December, in the year of our Lord one thousand eight hundred and nineteen.

ST. LOUIS COUNTY, *ss:*

Rufus Easton, plaintiff in this suit, complains of John P. Cabanne and Antoine Soulard, executors, &c., of Jacques Clamorgan, dec'd, defendants in this suit, in a plea that they render to the said plaintiff the sum of one hundred and thirty-one dollars of debt, which they owe to him as executors as aforesaid, and detain from him.

For that the said plaintiff, by the consideration of the honorable the circuit court of the county of St. Louis, held within and for the county of St. Louis, and Territory of Missouri, to wit, in the term of August, in the year of our Lord one thousand eight hundred and nineteen, recovered judgment against the said defendants, as executor, &c., of the

said Jacques Clamorgan, dec'd, for the sum of one hundred and thirty-one dollars damages, as by the record thereof, now remaining in the said court, appears; which said judgment is in full force, and not reversed, annulled, or satisfied; whereby an action hath accrued to the said Rufus Easton to have and recover of the said defendants, as executors as aforesaid, his said debt, together with the costs of the said judgment and his damages for the detention thereof, &c.; yet the said defendants, although often requested, &c., have not paid the said debt, costs, and damages, or any part thereof, to the said plaintiff, but to pay the same, or any part thereof, have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of the said plaintiff of one hundred dollars; and therefore he brings suit.

R. PETTIBONE, *Att'y for pl'ff.*

Summons.—Summons.

TERRITORY OF MISSOURI,
County of St. Louis, ss:

The United States of America, to the sheriff of St. Louis county, greeting:

We command you to summon John P. Cabanne and Antoine Soulard, executors, &c., of Jacques Clamorgan, dec'd, that they be and appear before the judge of our circuit court at the next term thereof, to be held at the town of St. Louis, within and for the county of St. Louis, on the first Monday in December next, then and there to answer unto Rufus Easton of a plea of debt, to the damage of said plaintiff one hundred dollars, and have you then there this writ.

Witness Archibald Gamble, clerk of our said court, at office, this seventeenth day of November, eighteen hundred and nineteen, and of our independence the forty-fourth.

[SEAL.]

ARCHIBALD GAMBLE, *Clerk.*
By JOHN C. LONG, *D. Cl'k.*

Sheriff's return.

Served this writ on John Cabanne, by reading it to him in the township of St. Louis, on the 17th November, 1819; on A. Soulard, 18th same month, at his place of residence in the township of St. Louis.

JOHN K. WALKER, *Sh'ff.*

Pleas filed January 13th, 1820.—*Pleas.*

In the circuit court, Dec. term, 1819. Ex'rs of Clamorgan, ads. Rufus Easton.

And the said defendants, by Carr and Harper, their attorneys, come and defend the wrong and injury, when, and so forth, and say, that the said plaintiff ought not to have and maintain his aforesaid action thereof against them, the said defendants, because they say, that after the rendition of the said judgment in the said declaration mentioned, and before the commencement of this suit, to wit, on the first day of

November, one thousand eight hundred and nineteen, at St. Louis, in the county and territory aforesaid, they, the said defendants, paid to the said plaintiffs the said sum of money in the said declaration mentioned; and this they are ready to verify. Wherefore they pray judgment if the said plaintiffs ought to have and maintain his aforesaid action thereof against them. CARR & HARPER.

An the said plaintiff, by Pettibone, his attorney, comes and says, that the said defendants have not paid to the said plaintiff the said sum of money in the said plaintiff's declaration mentioned, in manner and form as the said defendants in pleading have within alleged, and this he prays may be inquired of by the country, &c.

R. PETTIBONE,
Att'y for plaintiff.

And the said defendants do the like.

And on the 28th day of April, A. D. 1820, the following proceedings were had in said cause, to wit:

Judgment.—Judgment.

Rufus Easton vs. Cabanne and Soulard, ex'rs of Jacque Clamorgan.

Now, at this day, come the parties aforesaid, by their respective attorneys aforesaid; and neither of the parties requiring a jury, all and singular the premises are by them submitted to the court; which being seen and heard, and by the court here fully understood, the court do find, as to the issue within joined between the parties aforesaid, that the said defendants have not paid to the said plaintiff the said sum of money in the said plaintiff's declaration mentioned, in manner and form as the said defendants in pleading have within alleged; therefore it is considered that the said Rufus Easton recover against the said John P. Cabanne and Antoine Soulard, executors as aforesaid, his said debt of one hundred and thirty-one dollars, and also the further sum of twenty-eight dollars and eighty-two cents, for his damages by him sustained by reason of the detention of said debt, together with his costs and charges by him about his suit in this behalf expended.

And that he have his execution against all and singular the goods and chattels, lands and tenements, which were of the said Jacque Clamorgan at the time of his death, in the hands of the said executors to be administered.

And on the tenth day of June, A. D. 1820, an execution was issued in the words and figures following:

Execution.

TERRITORY OF MISSOURI,
County of St. Louis, ss:

The United States of America, to the sheriff of the county of St. Louis, greeting:

Whereas Rufus Easton, at our circuit court, before our judge thereof, recovered against John P. Cabanne and Antoine Soulard, executors

of Jacques Clamorgan, deceased, the sum of one hundred and thirty-one dollars for his debt, and also the sum of twenty-eight dollars and eighty-two cents for his damages by him sustained by reason of the detention of said debt, together with his costs and charges by him about his suit in that behalf expended, which to the said Rufus Easton were adjudged, as appears to us of record.

These are therefore to command you, that of the goods and chattels, lands and tenements, which were of the said Jacques Clamorgan, at the time of his death, in the hands of the said executors to be administered in your bailiwick, you cause to be made the aforesaid debt, damages, and costs, and that you have the same before the judge of our said court on the first Monday of August next, to render to the said Rufus Easton the debt, damages, and costs aforesaid; and that you certify to our said judge how you execute this writ, and have you then there this writ.

Witness Archibald Gamble, clerk of our said court at St. Louis, this tenth day of June, in the year of our Lord one thousand [SEAL.] eight hundred and twenty, and of our independence the forty-fourth.

ARCHIBALD GAMBLE, *Clerk*.

Endorsement.

No. 73, St. Louis circuit court, August term, 1820, Rufus Easton vs. John P. Cabanne and Antoine Soulard, ex'rs of Jacque Clamorgan, dec'd; judgment, April 28th, 1820; debt, $131 00; damages, 28.82; clerk's fees, 3.30; att'y Pettibone, 6.00; ditto writ, 2.00; tax on ex'rs, 1.00; sheriff's fees, $1 20=$173 32.

Sheriff's return.

I have made on this execution by the sale of a tract of eighty arpens of land, described in the enclosed advertisement herewith returned, all the costs and interest and sum of one hundred and forty-three dollars two and ¾ cents of the debt and damages; no other property or lands found whereon to levy this execution and make the balance yet unsatisfied. St. Louis, August the 9th, 1820.

J. C. McGIRK, *D. sheriff*.

Advertisement.—Sheriff's sale.

By virtue of a writ of execution to me directed from the circuit court of the county of St. Louis, in favor of Rufus Easton, against John P. Cabanne and Antoine Soulard, executors of Jacque Clamorgan, deceased—said execution is returnable to the next August term of said court, 1820—I have levied upon the following described property, which was of said Jacque Clamorgan, deceased, to wit, one tract of land lying in the fields of St. Louis, containing 2 by 40 arpens; see commissioners' certificate No. 1410, Jacques Clamorgan, assignee of Horties, assignee of Dodier; livre terrien No. 2, page 35; all the right, title, interest, claim, and estate, and demand of said Jacques Clamor-

gan, deceased, in and to the said tract of land, I will sell to the highest bidder for ready cash, at the court-house door in the town of St. Louis, on Tuesday, the eighth day of August next, 1820, between the hours of nine o'clock, A. M., and six o'clock, P. M., of that day, to satisfy the said execution and costs. St. Louis, 10th July, 1820.

JOSEPH. C. BROWN, *Sh'ff.*
By H. McGIRK, *D. sh'ff.*

Alias execution.—*Alias execution.*

COUNTY OF ST. LOUIS, *ss:*

State of Missouri, to the sheriff of the county of St. Louis, greeting:

Whereas Rufus Easton, at our circuit court, before our judge thereof, recovered against John P. Cabanne and Antoine Soulard, executors of Jacques Clamorgan, deceased, the sum of one hundred and thirty-one dollars for his debt, and also the sum of twenty-eight dollars and eighty-two cents for his damages by him sustained by reason of the detention of said debt, together with his costs and charges by him about his suit in that behalf expended, which to the said Rufus Easton were adjudged, as appears to us of record.

These are therefore to command you, (as we have heretofore commanded you,) that of the goods and chattels, lands and tenements, which were of the said Jacques Clamorgan at the time of his death, in the hands of the said executors to be administered, in your bailiwick, you cause to be made the aforesaid debt, damages, and costs, and that you have the same before the judge of our said court, on the fourth Monday of July next, to render to the said Rufus Easton the said debt, damages, and costs aforesaid; and that you certify to our said judge how you execute this writ, and have you then there this writ.

Witness Archibald Gamble, clerk of our said court at St. Louis, this third day of April, in the year of our Lord one thousand eight hundred and twenty-six. [SEAL.]

ARCHIBALD GAMBLE, *Clerk.*

Endorsement.

No. 1, St. Louis circuit court, July term, 1826, Rufus Easton vs. Jacques Clamorgan's ex'rs.; judgment, April 28th, 1820; debt, $131; damages, 28.82;=159.82; made on former ex'n, 143.02¾; 16.79¼ costs; of this ex'n, 2.00.=18.79¼.

Sheriff's return.

To satisfy the balance due upon this execution I levied upon the real estate described in the enclosed advertisement, and the same having been advertised for sale as the law directs, by setting up six copies of said advertisement in the most public places in different parts of my county, at least twenty days before the day of sale, I did, on the 27th day of July, 1826, expose to public sale for ready cash, agreeable to the advertisement thereof, the said real estate, and John O'Fallon and

Jesse G. Lindell being the highest and last bidders therefor, at the price and sum of thirty-three dollars, the same was stricken off and sold to the said John O'Fallon and Jessee G. Lindell; which sum, after deducting all costs, satisfies the balance due, and leaves a surplus of five dollars and forty-two cents in my hands, $5 $\frac{42}{100}$ overplus.

JOHN K. WALKER, *Sheriff*.

Advertisement.—Sheriff's sale.

By virtue of a writ of execution issued from the clerk's office of the circuit court of St. Louis county, and to me directed, in favor of Rufus Easton, against Jacques Clamorgan's executors, I have levied upon, and will sell for cash to the highest bidder, at the court-house door in St. Louis, on Thursday, the 27th day of July, instant, between the hours of 9 and 5, all the right, title claim, interest, estate and property, that was of said Clamorgan at the time of his death, in and to a piece or parcel of land, containing one arpent in front by 40 arpens in depth, and bounded on the eastern end by a fence formerly made to defend the crops of the inhabitants of St. Louis against the animals or beasts; on the north by land of Tayon, (pere;) on the western end by the King's domain or vacant land; and on the south by the highway which leads to the village of St. Charles; it being the same lot of forty arpens acquired by said Clamorgan of Gabriel Dodier, by deed bearing date Nov. 4th, 1793; the boundaries as above set forth are the same as given in said deed; sold to satisfy said execution and costs. St. Louis, July 1st, 1826.

JOHN K. WALKER, *Sheriff*.

STATE OF MISSOURI,
County of Saint Louis, ss:

I, John Ruland, clerk of the St. Louis circuit court, within and for the county aforesaid, certify the foregoing to be a full, true, and complete transcript of the record and proceedings in the case of Rufus Easton vs. John P. Cabanne and Antoine Soulard, ex'rs of Jacques Clamorgan, deceased, as fully as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed the seal of said court at office, in the city of St. Louis, this fourteenth [L. S.] day of April, A. D. 1846.

JOHN RULAND, *Clerk*.

Sheriff's deed to John O'Fallon and Jesse G. Lindell.

To all to whom these presents shall come, I, John K. Walker, sheriff of the county of St. Louis, in the State of Missouri, send greeting:

Whereas a certain writ of execution issued from the clerk's office of the circuit court within and for the county of St. Louis, returnable to the July term of said court, in the year of our Lord one thousand eight hundred and twenty-six, in favor of Rufus Easton, against the executor of the estate of Jacques Clamorgan, deceased, and the said exe-

cution being directed to the sheriff of the county of St. Louis, and to me, the said sheriff, delivered, a copy whereof is hereunto annexed, and makes a part and parcel of this deed; by virtue of which said execution, I, the said sheriff, on the first day of July, one thousand eight hundred and twenty-six, did levy upon and seize all the right, title, claim, interest, estate, and property of him, the said Jacques Clamorgan, at the time of his death, in and to a piece or parcel of land containing one arpent in front by forty arpens in depth, and bounded on the eastern end by a fence formerly made to defend the crops of the inhabitants of St. Louis against the animals and beasts; on the north by land of Tayon; on the western end by the King's domain or vacant land; and on the south by the highway which leads to the village of St. Charles; it being the same lot of forty arpens acquired by said Clamorgan of Gabriel Dodier, by deed bearing date 4th Novr., 1793; the boundaries as above set forth are the same as given in said deed; and the same having been advertised as the law directs, by affixing six advertisements or handbills in the most public places in different parts of my county, at least twenty days before I exposed the same to sale, a copy of which said advertisement is hereunto annexed, and which also makes a part and parcel of this deed; by virtue of which said execution and advertisement, I did, on the 27th day of July, in the year one thousand eight hundred and twenty-six, agreeably to the advertisement thereof, at the court-house door during the sitting of the circuit court of St. Louis county, expose to public sale for ready cash, all the right, title, claim, interest, estate, and property of the said Clamorgan, deceased, of, in, and to the above described property, together with all and singular the buildings, improvements, rights, privileges, and appurtenances thereunto belonging; and John O'Fallon and Jesse G. Lindell, being the highest and last bidder for the same, at the price and sum of thirty-three dollars, the same was stricken off and sold to them, the said John O'Fallon and Jesse G. Lindell.

Now, therefore, know ye, that I, John K. Walker, sheriff, as aforesaid, for and in consideration of the sum of thirty-three dollars, to me in hand paid by the said John O'Fallon and Jesse G. Lindell, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law I do hereby transfer and assign to them, the said O'Fallon and Lindell, all the right, title, interest, estate, and property of him, the said Clamorgan, of, in, and to the above mentioned and described property, that I might sell agreeably to law, as sheriff aforesaid, by virtue of the aforesaid executions and advertisement, to have and to hold the same to them, the said O'Fallon and Lindell, and to their heirs and assigns forever.

In witness whereof I, John K. Walker, sheriff of the county of St. Louis, have hereunto set my hand and seal this tenth day of August, in the year of our Lord one thousand eight hundred and twenty-six, and of the independence of the United States of America the fifty-first.

JOHN K. WALKER, *Sheriff*. [SEAL.]

Test: JNO. MCKNIGHT.

COUNTY OF ST. LOUIS, *ss:*

State of Missouri, to the sheriff of the county of St. Louis, greeting:

Whereas Rufus Easton, at our circuit court, before our judge thereof, recovered against John P. Cabanne and Antoine Soulard, executors of Jacques Clamorgan, deceased, the sum of one hundred and thirty-one dollars for his debt, and also the sum of twenty-eight dollars and eighty-two cents for his damages by him sustained by reason of the detention of said debt, together with his costs and charges by him about his suit in that behalf expended, which to the said Rufus Easton were adjudged, as appears to us of record.

These are therefore to command you, (as we have heretofore commanded you,) that of the goods and chattels, lands and tenements, which were of the said Jacques Clamorgan at the time of his death, in the hands of said executors to be administered, in your bailiwick, you cause to be made the aforesaid debt, damages, and costs, and that you have the same before the judge of our said court on the fourth Monday of July next, to render to the said Rufus Easton the debt, damages, and costs aforesaid; and that you certify to our said judge how you execute this writ, and have you then there this writ.

Witness Archibald Gamble, clerk of our said court at St. Louis, this third day of April, in the year of our Lord one thousand eight hundred and twenty-six. [SEAL.]

ARCHIBALD GAMBLE, *Clerk*.

Sheriff's sale.

By virtue of a writ of execution issued from the clerk's office of the circuit court of St. Louis county, and to me directed, in favor of Rufus Easton, against Jacques Clamorgan's executors, I have levied upon, and will sell for cash to the highest bidder, at the court-house door in St. Louis, on Thursday, the 27th day of July, instant, between the hours of 9 and 5, all the right, title, claim, interest, estate, and property, that was of said Clamorgan at the time of his death, in and to a piece or parcel of land, containing one arpent in front by 40 arpens in depth, and bounded on the eastern end by a fence formerly made to defend the crops of the inhabitants of St. Louis against the animals or beasts; on the north by land of Tayon, (pere;) on the western end by the King's domain or vacant land; and on the south by the highway which leads to the village of St. Charles; it being the same lot of forty arpens acquired by said Clamorgan of Gabriel Dodier, by deed bearing date Nov. 4th, 1793; the boundaries as above set forth are the same as given in said deed; sold to satisfy said execution and costs. St. Louis, July 1st, 1826.

JOHN K. WALKER, *Sheriff*.

STATE OF MISSOURI,
County of St. Louis, sct:

Be it remembered that, on this 16th day of August, in the year of our Lord one thousand eight hundred and twenty-six, John K. Walker,

sheriff of the county of St. Louis, personally appeared in open court, and acknowledged the execution of the within deed from him as sheriff to John O'Fallon and J. G. Lindell, therein named, which said acknowledgment is entered on the records of the court of that day.

Given under my hand and seal of office at St. Louis, this 16th day
[L. S.] of August, A. D. 1826.

ARCHIBALD GAMBLE, *Clerk*.
ARCHIBALD GAMBLE, *Recorder*.

STATE OF MISSOURI,
County of St. Louis, ss:

I, Stephen D. Barlow, clerk of the St. Louis county court, and ex officio recorder in and for said county, certify, that the foregoing is a true and correct copy of an instrument of writing on record in my office, as fully as the same now remains of record in book N, page 154 and following.

Given under my hand and official seal at St. Louis, this 6th day of
[L. S.] October, A. D. 1846.

S. D. BARLOW, *Recorder*.

To which the plaintiff objected, but the court overruled the objection and allowed them to be given in evidence, to which the plaintiff also excepted at the time.

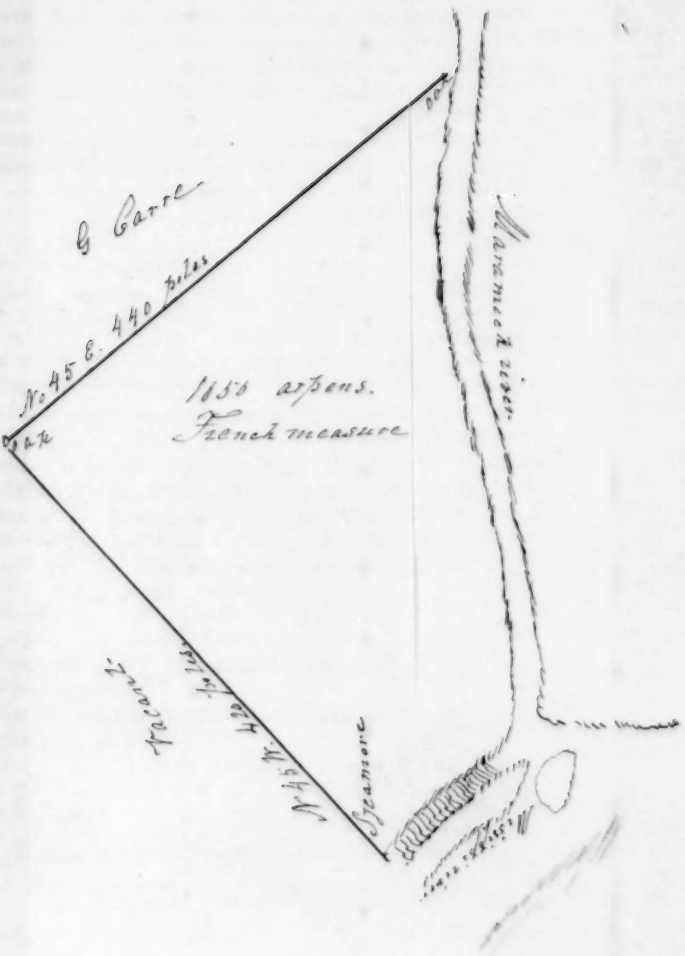
Defendant then read in evidence the following documents, to wit: 1st. A deed from Alex'r McNair and wife, to Jeremiah Connor. 2nd. A copy made by the Spanish lieutenant governor of a deed from Dodier to Ester, with a deed from Esther to William C. Carr, endorsed thereon; and 3. A deed from William C. Carr and wife, to Jeremiah Connor, also endorsed on such Spanish copy. 4th. A deed from Jeremiah Connor to George F. Strother. 5th. A deed from George F. Strother to James D. Earl. 6th. A mortgage from James D. Earl to Sullivan Blood. 7th. A deed of release from James D. Earl to Sullivan Blood. 8th. A deed from George F. Strother and wife, to Thomas H. Benton and Thomas Biddle, in trust, &c. 9th. A deed from Thomas H. Benton and Thomas Biddle, and Luke E. Lawless and wife, to Sullivan Blood. 10th. A deed from Sullivan Blood and wife, to the defendant; which documents are in the words and figures following, to wit:

Deed from McNair to J. Connor.

1st. This indenture, made the thirteenth day of August, in the year of our Lord one thousand eight hundred and eight, between Alexander McNair of the town and district of St. Louis, and Margueritte, his wife, of the first part, and Jeremiah Connor of the town and district aforesaid, esquire, of the second part, witnesseth; that the said parties of the first part, for and in consideration of the sum of two thousand dollars to them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have this day granted, bargained, sold, aliened, and con-

firmed, and by these presents do grant, bargain, sell, alien, and confirm, unto the said parties of the second part, his heirs and assigns, all the right, title, and interest of them, the said parties of the first part, in and to the following tracts or parcels of land, to wit: a tract of eight hundred arpens, being the same more or less, situate in the district aforesaid, on the waters of the river Marrameck, a tract being one arpent by forty, and forming a part of the common field of the Barriere des Noyers, and district aforesaid; the said two tracts or parcels having been purchased by the said Alexander McNair at a public or sheriff's sale of the property of Gregoire Sarpy, as by deed bearing date the twenty-ninth day of June, in this same year; five hundred and twenty-five arpens, the property of one John Baptiste Gamache, and being the half of a settlement right of the said Jean Baptiste Gamache, and one Auguste Gamache, situate on the Mississippi at the junction of said river with the Marrameck, beginning at a sycamore tree, north 45 west, 420; thence from an oak tree, north 45 east, 440 perches, to an oak on the bank of the said river Marrameck; thence to its junction with the Mississippi, also purchased by the said Alexander McNair, at a public or sheriff's sale of the property of the said Jean Baptiste Gamache, as by deed bearing date the thirtieth day of June in this same year; and another tract or parcel of land, being one arpent by forty, late the property of one Jacques Clamorgan, purchased by the said Alexander McNair, at a public or sheriff's sale of the property of said Clamorgan, as by deed bearing date the eighth day of July last; together with all and singular the buildings, improvements, woods, ways, water, watercourses, rights, privileges, and appurtenences whatsoever, unto the said tracts or parcels of land and premises hereby bargained and sold, or meant or intended so to be, belonging or in any wise appertaining; and lastly, the said parties of the first part have this day, for the consideration aforesaid, granted, bargained, sold, aliened, and confirmed, and by these presents do grant, bargain, sell, alien, and confirm, unto the said party of the said second part, all the right, title, and interest of them, the said parties of the first part, in and to the one half of two certain other tracts of land, the one being eight hundred arpens more or less, late the property of one Christy Romine, and situate on the waters of the river Marrameck, on a creek called Mill creek, in the district aforesaid, the same having been purchased by the said Alexander McNair, at a sheriff's sale of the property of said Christy Romine, as by deed dated the sixteenth day of March last past; and the other being all the right, title, and interest of a certain John Romine to the same, by virtue of his improvement right, purchased by said McNair from John Romine, as by deed bearing date the twenty-sixth day of January in this same year; the said two tracts to be held and enjoyed by the said parties of the first and second part in common, until a division line of the same be drawn. To have and to hold the aforesaid tracts or parcels of land, with the appurtenances, unto the said Jeremiah Connor, his heirs and assigns forever.

No. 45.


No. 45 E. 440 poles
1856 arpens.
French measure
Missouri River
Seamore

And the said party of the second part, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with the said parties of the first part, their heirs, executors, and administrators, that should the titles to the aforesaid tracts or parcels of land so granted, bargained, sold, aliened, and confirmed, as aforesaid, or any of them, prove not to be good, then the said party of the second part hereby relinquishes all claims he otherwise might have against the said parties of the first part, their heirs, executors, and administrators, by reason of the same.

In testimony whereof the parties to these presents have hereunto set their hands and seals the day and year above written.

A. McNAIR, [SEAL.]
MARG'T S. McNAIR. [SEAL.]

Signed, sealed, and delivered, in presence of—the words "the one half of" interlined before signing—
JOHN DAVIS.

TOWNSHIP OF ST. LOUIS,
District of St. Louis, ss:

Be it remembered that, on the 24th day of October, in the year of our Lord one thousand eight hundred and eight, before me, the subscriber, one of the justices of the peace of the township aforesaid, personally appeared Alexander McNair and Margueritte, his wife, who acknowledged the within instrument of writing to be their, and each of their, acts and deed, for the purposes therein mentioned, and as such desired the same to be recorded. And the said Margueritte, wife of the said Alexander McNair, being by me first separately and apart examined, declared, on having the full contents of the same to her made known, that she had freely and voluntarily, and of her own free will and accord, sealed and delivered the same without any coercion or compulsion from her said husband.

In testimony whereof I have hereunto set my hand and affixed my seal the day and year above written.

M. P. LEDUC, [SEAL.]
Justice of the peace.

DISTRICT OF ST. LOUIS, *sct:*

Recorded in book B, page 217 and following, this 21st day of February, A. D. 1809.

M. P. LEDUC, *Recorder.*

For plat see original.

Dodier to Ester. Deed.

2nd. Pardevant nous, Don Zénon Trudeau, capit'e au régiment fix de la Louisiane, lieutenant de Gouverneur, et commandant en chef de la partie occidentale des Illinois, fut présent Sieur Gabriel Dodier, habitant demeurant en ce lieu & ville de St. Louis, lequel a, par ces présentes, déclaré avoir vendu, cédé, laissé, et abandonné, tant de ce présent que pour toujours, promet garantir & préserver de touts douaires, hypothèques, substitution, ou fidjussion, ou de touts autres empêchement quelconque, à la nomée Ester, mulâtresse libre, demeurant en cette ville, ici présente et acceptante, pour elle, ses hoirs, ou ayant-causes, ou pour tous autres qui représenteroient ses droits, une terre, d'un arpent de front sur quarante arpens de profondeur, située dans le derrière de cette ville, sur la prairie qui y est attenante, borné à l'est par la clôture, qui y est placé pour garantir les grains des animaux, à l'ouest par le domaine de sa Majesté, au nord par une terre ayant apartenu et apartenant encore au Sr. Tayon, père, au sud par le chemin royal qui conduit au village de St. Charles et de St. Ferdinand, lequel chemin sépare la susditte terre d'avec celle que cultive actuellement le Sr. Marié, qu l'a aquise comme provenant du Sr. F'çois Bissonnet, tout ainsi qu'il le paroît par le livre d'arpentage de l'année mil sept cent soixante-douze, laquelle susdite terre d'un arpent a été cy-devant vendu par le susdit Gabriel Dodier au Sr. Calvet, pere, habitant, & ce dernier au Sr. Joseph Brazeau qu'il a ensuite revendu à la sas nommée Ester, mulâtresse libre, qui en est actuellement en possession, sans qu'il y ait eu jusqu'à ce jour aucunes ventes autentique passés par aucun des ci-devan dénomés, les uns en faveur des autres, pour s'en transmettre la véritable propriété; c'est pourquoi la présente vante est faite par le Sieur Gabriel Dodier, en ligne directe à la susnommée Ester, sans se rien réserver, tout ainsi que la dite Esther dit sçavoir & connoître pour en être en possession, moyennant le prix & somme de quatre-vingt piastres en argent, que la dite mulâtresse, nomée Esther, a déjà payé au Sieur Brazeau, dernier vendeur; de laquelle somme le dit Sieur Gabriel Dodier tient quitte & décharge la dite mulâtresse Ester, pour qu'elle jouisse de la susdite terre paisiblement & sans trouble, comme de chose à elle apartenant & légitimement aquise par la présente vente, étant content & satisfait de la somme qu'il peut avoir reçue lorsqu'il l'a cédé au Sr. Calvé. Ainsi fait et passé en la salle du Gouvernement, ce quatre du moi de Novembre, de l'année mil sept cent quatre-vingt-treize, en présence de Mr. Joseph Brazau, qui décharge la dite mulâtresse de toutes demandes & répétitions sur le prix de la susdite terre; & avons interpellés le Sr. Don Manuel Gonsales Moro et le Sr. Benite Vasquez, pour nous servir de témoins d'assistance, qui ont signés avec toutes les parties intéressés, ainsi que nous, Lieutenan de Gouverneur, et la ditte mulâtresse nomée Ester, ne sachant signe, a fait sa marque ordinaire, ainsi que le Sieur Gabriel Dodier, qui a fait la sienne. Signé à l'original, marque du Sieur Gabriel Dodié, qui a fait une croix; marque de la nommée Ester, qui

a également fait une croix; Joseph Brazau, Don Benite Basquez, Don Manuel Gonsales Moro, et Zénon Trudeau et Dodier.

Don Zénon Trudeau, capite au régimen fixe de la Louisiane, lieutenant de gouverneur, et comandant en chef de la partie occidentale des Illinois, certifions que la présente copie est conforme à l'original déposé dans les archives de notre Gouvernement, et que foit doit y être ajouté; pour quoi nous avons donné le présent, à St. Louis des Illinois, le même jour et an que dessus.

ZENON TRUDEAU.

Deed from Ester to Wm. C. Carr.

For value received I do hereby assign over the original, of which the foregoing instrument of writing is a true copy, to William C. Carr, and I do hereby sell, transfer, and alien unto him, all the land which I can or may hold by virtue thereof, together with all the privileges and appurtenances thereunto in any *were* appertaining, promising to warrant and defend the same to him, the said William C. Carr, his or representatives, from me and my representatives forever.

I do also hereby covenant and agree, with said Carr, that I have not sold said land, but that the title to the same, in the same manner as given to me by Mr. Zenon Trudeau, is now in me; hereby giving to said Carr immediate and full possession of the same.

In testimony whereof I have hereunto signed by my mark, sealed and delivered the present act to the said Carr, to serve him as full authority to apply before any tribunal, for any purpose relating to the said land, at the town of St. Louis, this fifteenth day of June, eighteen hundred and nine.

her
ESTER, ✕ [SEAL.]
mark

In presence [of] us, after the words "by my mark" interlined.

Temoin, JOHN COONS,
JOSEPH LABDAY.

DISTRICT OF ST. LOUIS,
Township of St. Louis, sct:

Be it remembered that the within named Ester did this day personally appear before me, the subscriber, a justice of the peace in and for the township aforesaid, and acknowledged that she did freely and of her own accord sign, seal, and deliver the within instrument, as her own proper act and deed for the purposes in the same contained, to William C. Carr.

Given under my hand at St. Louis, this 21st June, 1809.

THOS. F. REDDICK.

DISTRICT OF ST. LOUIS, *sct*:

Recorded in book B, page 319 and following, this 21st day of June, A. D. 1809.

M. P. LEDUC, *Recorder*.

Wm. C. Carr to Jer. Connor—deed.

For value received I do hereby transfer, set over, release, and convey, to Jeremiah Connor, all my right, title, claim and interest, of, in, and to the forty arpens of land within mentioned, and conveyed to me by the within named Ester, as appears by his transfer to me on the other side written, bearing date the sixteenth of June, eighteen hundred and nine; which said tract of forty arpens of land I do hereby warrant and defend to him, the said Jeremiah Connor, his heirs and assigns, from me and my heirs forever.

Witness my hand and seal this 28th of April, 1812.

WILL. C. CARR, [SEAL.]
ANN MARIA CARR. [SEAL.]

Test: E. HEMPSTEAD,
R. EASTON,
GEORGE TOMPKINS,
D. BARTON, as to Mr. Carr.

TERRITORY OF MISSOURI,
County of St. Louis:

This day the within named William C. Carr and Ann Maria Carr, his wife, appeared before me, George Tompkins, one of the justices of the peace in the county aforesaid, and acknowledged the within deed of conveyance from *there* unto the within named Jeremiah Connor, to be their act and deed for the purposes therein expressed; and the said Ann Maria Carr having been by me first made acquainted with the contents of that deed, and examined separately and apart from her said husband, acknowledged that she did execute the same voluntarily, and without compulsion or undue influence of her said husband.

Given under my hand at St. Louis, this 6th day of June, 1814.

GEORGE TOMPKINS, *J. P.*

Recorded this 24th of September, 1814.

M. P. LEDUC,
Clerk and ex officio recorder.

STATE OF MISSOURI,
County of Saint Louis, ss:

I, Stephen D. Barlow, clerk of the county court, and ex officio recorder in and for said county, certify, that the foregoing is a true and correct copy of an instrument of writing recorded in my office on the 24th day of September, 1814, as fully as the same remains of record in book E, pages 80 and following.

[L. S.] Given under my hand and official seal at St. Louis, this 13th of April, A. D. 1847.

S. D. BARLOW, *Recorder.*
By L. R. CORTAMBERT, *D. R.*

Jeremiah Connor to George F. Strother—deed.

4th. This indenture, made the twenty-first day of June, in the year of our Lord one thousand eight hundred and twenty-three, between

Jeremiah Connor, of the city and county of St. Louis, in the State of Missouri, esquire, of the one part, and George French Strother, of the same, esquire, of the other part, witnesseth: that the said Jeremiah Connor, for and in consideration of the sum of twelve hundred dollars of lawful money of the United States, to him in hand paid by George F. Strother at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, and confirmed, and by these presents doth grant, bargain, sell, alien, and confirm, unto the said George F. Strother, his heirs and assigns forever, all that certain lot or parcel of ground, situate, lying, and being in the said city of St. Louis, bounding eastwardly by the Third street, being also the eastwardly line of the forty arpent lots; southwardly by an avenue called Washington avenue; westwardly by the Fourth street; and northwardly by a lot or lands of William Christy, and containing from east to west, between the said Third and Fourth streets, two hundred and seventy feet, and from south to north, between the said Washington avenue and the said lot of William Christie, one hundred and fifty feet, be the same a little more or less either in length or breadth; together with all rights, members, and appurtenances whatsoever to the said hereby granted and conveyed lot or parcel of ground belonging or in anywise appertaining; and all the estate, right, title, and interest whatsoever, either at law or in equity, or otherwise howsoever, of him, the said Jeremiah Connor, of, in, or to the same.

To have and to hold the said lot or parcel of ground above mentioned and described, and hereby granted, bargained, and sold, unto the said George F. Strother, his heirs and assigns, to his and their own proper use and behoof forever, and to and for no other use, intent, or purpose whatsoever; and the said Jeremiah Connor, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, premise, and agree, to and with the said George F. Strother, his heirs and assigns, by these presents in manner and form following, that is to say, that he, the said Jeremiah Connor, before the sealing and delivery hereof, is the true, sole, and lawful owner of the before mentioned and described lot of ground and premises, and is lawfully "seized and" possessed of the same in his own proper right, as a good, perfect, and absolute estate of inheritance in fee simple, and hath good right, full power, and lawful authority to grant, bargain, sell, and convey the said lot of ground and premises unto the said George F. Strother, his heirs and assigns, in manner aforesaid; and that the said George F. Strother, his heirs and assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these presents, lawfully, peaceably, and quietly have, hold, use, occupy, possess, and enjoy the said lot of ground and premises, with the appurtenances, free and clear, freely and clearly, acquited, exonerated, and discharged, of, and from all and all manner of form, or other gifts, grants, bargains, sales, mortgages, judgments, executions, or incumbrances, of what name or nature soever that might in any measure or degree obstruct

or make void these presents, or be a charge or incumbrance on the said lot of ground and premises, or any part thereof, with the appurtenances.

In witness whereof the said Jeremiah Connor, hath to these presents set his hand and seal the day and year before written.

JERH. CONNOR. [SEAL.]

Sealed and delivered, the words "seized and" between the first line and the top of this side, and the words "estate of" between the first and 2d lines from the top on this side, being first interlined, in presence of—

Temoin, S. PAPIN,
JNO. RICE JONES.

I acknowledge to have received the full consideration money within mentioned to be paid to me.

JERH. CONNOR.

Witness—temoin, S. PAPIN,
JNO. RICE JONES.

STATE OF MISSOURI, *sct:*

On the day of the date of the within indenture, the within named grantor, Jeremiah Connor, appeared before me, the subscriber, one of the judges of the supreme court of the said State of Missouri, and acknowledged the within indenture to be his voluntary act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal.

JNO. RICE JONES. [SEAL.]

STATE OF MISSOURI,
County of St. Louis, ss:

I, Archibald Gamble, clerk of the circuit court for the county of St. Louis, do hereby certify, that the within instrument of writing is duly recorded in my office in book L, p. 328, this June 24th, 1823.

ARCHIBALD GAMBLE, *Clerk.*

George F. Strother to James D. Earl—deed.

5th. This indenture, made and entered into this twenty-third day of September, in the year of our Lord one thousand eight hundred and twenty-four, at the city of Saint Louis, by and between George F. Strother, of the city and county of St. Louis, in the State of Missouri, of the one part, and James D. Earl, of the same place, county and State aforesaid, of the other part, witnesseth: that the said George F. Strother, for and in consideration of the sum of three hundred and twenty-five dollars lawful money of the United States, to him in hand paid by the said James D. Earl at or before the sealing and delivery

of these presents, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, aliened, transferred, enfeoffed, confirmed, and conveyed, and by these presents doth grant, bargain, sell, alien, transfer, enfeoff, confirm, and convey, unto the said James D. Earl, his heirs and assigns forever, all that certain lot or parcel of ground, situate, lying, and being in the said city of St. Louis, and bounded as follows, to wit: beginning at a stake in Christy's line, supposed to be where Third street will run; thence south sixty and one half feet to a stake; thence west two hundred and thirty-nine feet and three fourths of a foot to a stake on the eastern edge of Fourth street; thence north sixty feet to a stake in Christy's line; thence east with Christy's line two hundred and thirty-two and one half feet to the beginning; it being according to a survey executed by R. Paul, the city surveyor, as will more fully and at large appear, reference being had to said survey, together with all rights, members, and appurtenances whatsoever to the said hereby granted and conveyed lot or parcel of ground belonging or in anywise appertaining.

To have and to hold the said lot or parcel of ground above mentioned and described, unto the said James D. Earl, his heirs and assigns, forever; and the said George F. Strother, on his part, doth hereby warrant and defend the said lot or parcel of ground above mentioned, from himself, his heirs and assigns, forever, and from the lawful claim or claims of all persons whatsoever.

In witness whereof the said George F. Strother hath to these presents set his hand and seal the day and year above written.

GEORGE F. STROTHER. [SEAL.]

Signed, sealed, and delivered, in the presence of—
FRENCH STROTHER,
THOS. McGUIRE.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that, on this twenty-third day of September, in the year of our Lord eighteen hundred and twenty-four, before me, a justice of the peace within and for the county aforesaid, personally came and appeared George F. Strother, with whom I am personally acquainted, and acknowledged the within instrument of writing as for his act and deed for the purposes therein contained, certified before me the day and year first above written.

THOS. McGUIRE,
Justice of the peace.

Recorded Sept. 23d, 1824.

ARCHIBALD GAMBLE, *Clerk.*

STATE OF MISSOURI,
County of St. Louis, ss:

I, the undersigned recorder, within and for the county and State aforesaid, do hereby certify, that the foregoing is a true copy of a deed

executed by George F. Strother to James D. Earl, as the same remains recorded in my office in book M, page 107.

[SEAL.] Given under my hand and official seal the 8th day of April, 1847. S. D. BARLOW, *Recorder*.

6th. James D. Earl to Sullivan Blood—mortgage.

6th. This indenture, made and concluded this thirteenth day of September, in the year of our Lord eighteen hundred and twenty-five, between James Earl, of the county of St. Louis, and State of Missouri, of the first part, and Sullivan Blood, of the county and State aforesaid, of the second part, witnesseth: that whereas the said James Earl, party of the first part, stands justly indebted to the said party of the second part in the sum of two hundred and forty dollars lawful money of the United States, to be paid to the said party of the second part, his heirs or assigns, in the manner hereinafter covenanted upon, agreed, and expressed, reference being thereto had will more fully and at large appear.

Now, therefore, this indenture further witnesseth, that the said party of the first part, for the better securing and more sure payment of the sum of two hundred and forty dollars, according to the true intent and meaning of the covenants and agreements hereinafter contained and mentioned.

And also for and in consideration of the sum of one dollar, to him in hand paid by said party of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Sullivan Blood, the party of the second part, his heirs and assigns, forever, all that certain lot or parcel of land, lying and being situated in the said city of St. Louis, and bounded as follows, to wit: beginning at a stake in Christy's line, supposed to be where Third street will run; thence south sixty and one half feet to a stake; thence west two hundred and thirty-nine feet and three fourths of a foot to a stake on the eastern edge of Fourth street; thence north sixty feet to a stake in Christy's line; thence east with Christy's line two hundred and thirty-two feet and one half of a foot to the beginning; it being the same lot or parcel of ground which the said Earl purchased of George F. Strother, by deed bearing date the twenty-third day of September, in the year eighteen hundred and twenty-four, which will more fully and at large appear, reference being had thereto.

To have and to hold the hereinbefore granted premises, with all and singular the rights, members, privileges, hereditaments, and appurtenances thereto belonging, unto the said Sullivan Blood, party of the second part, his heirs and assigns, forever: provided always, and these presents are upon this condition, and no other, to wit, that, inasmuch as the said James Earl, party of the first part, stands justly indebted to the said party of the second part in the sum of two hundred and forty dollars, as aforesaid, for which he, said James Earl, has this day executed his promissory note to said Sullivan Blood, party of the second part, on or before the expiration of eight months from date, with interest

at the rate of ten per cent.; now, the true condition of these presents is such, that if said James Earl, party of the first part, his heirs, executors or administrators, shall well and truly pay said sum of two hundred and forty dollars, with the interest, to the said Sullivan Blood, party of the second part, his heirs or assigns, in the manner and according to the true intent and meaning of these presents, that then, and from thenceforth, these presents and the estate hereby granted, and everything herein contained, shall cease, determine, and be absolutely void to all intents and purposes. And the said James Earl, for himself, his heirs, executors, or administrators, doth covenant, grant, and agree, to and with said party of the second part, his heirs and assigns, that he, said James Earl, shall and will well and truly pay the said sum of two hundred and forty dollars, with interest at the rate of ten per cent., to said Sullivan Blood, party of the second part, his heirs and assigns, in the manner hereinbefore expressed and understood in the covenant and condition aforesaid, according to the true meaning and intent of these presents and the parties hereto.

And it is hereby mutually covenanted and agreed, by and between the said parties to these presents, that if default shall be made in the payment of said principal debt and interest, or in any part of said debt, by said party of the first part, at the expiration of eight months from this date, that then the said mortgaged premises shall be foreclosed, and the property mentioned in said indenture be sold according to the provisions of the statute of this State concerning mortgages. And it is hereby understood and covenanted by the said party of the first part, that any such sale, so to be made, shall forever be a perpetual bar both in law and equity against him, the said James Earl, and his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them.

And it is further understood and agreed to, by said James Earl, that until the whole of said principal debt and interest thereon shall be fully paid and discharged according to the meaning of these presents, and the parties hereto, and satisfaction entered therefor on record, according to law, that these presents shall be and remain in full force and effect, anything herein contained to the contrary notwithstanding.

And, lastly, it is covenanted and agreed upon, between the parties to these presents, that until default be made in the payment of said principal debt and interest, it shall and may be lawful for said James Earl, and his heirs and assigns, peaceably and quietly to have, hold, occupy, possess, and enjoy all and singular the said premises above granted and released, with all the issues, profits, and rents, to him, said James Earl, and his heirs and assigns, to his and their own particular use, benefit, and behoof.

In witness whereof the said James Earl hath hereto set his hand and seal the day and year hereinbefore written.

J. D. EARL. [SEAL.]

Signed, sealed, and delivered, in the presence of—

FRENCH STROTHER,

GEORGE F. STROTHER.

STATE OF MISSOURI,
County of St. Louis, ss:

Be it remembered that, on the 13th day of September, in the year one thousand eight hundred and twenty-five, before me, one of the justices of the peace within and for the county aforesaid, appeared James D. Earl, who is personally known to me to be the person whose name is subscribed to the foregoing instrument of writing, as having executed the same, and acknowledged the said instrument to be his act and deed, hand and seal, for the purposes therein mentioned.

Taken and certified the day and year aforesaid.

PETER FERGUSON,
Justice of the peace, county of St. Louis,
State of Missouri.

STATE OF MISSOURI,
County of St. Louis:

I certify that the foregoing and within instrument in writing is duly recorded in my office, in book M, page 377 and following; 13th September, 1825.

ARCHIBALD GAMBLE, *Recorder.*

7. *James D. Earl to Sullivan Blood—Deed of release.*

7th. To all whom it may concern. Be it known, that James D. Earl and Florance, his wife, of the city of St. Louis, for and in consideration of the sum of five hundred dollars, to them in hand paid by Sullivan Blood, of the same city, before the delivery of these presents, have granted, bargained, sold, and assigned, and do by these presents grant, bargain, sell, and assign, unto the said Sullivan Blood, and to his heirs and assigns, forever, all their right, title, and interest, in law and equity, and particularly their equity of redemption under a mortgage, (by which the lot of ground herein mentioned is encumbered,) in, to, and upon a certain lot or parcel of ground, situate in the city of St. Louis, and bounded as follows, to wit: beginning at a stake in Christy's line, supposed to be where Third street will run; thence south sixty and one half feet to a stake; thence west two hundred and thirty-nine feet and three fourths of a foot to a stake on the eastern edge of Fourth street; thence north sixty feet to a stake in Christy's line; thence east Christy's line two hundred and thirty-two and one half feet to the beginning; it being according to a survey executed by Rene Paul, the city surveyor; being the same lot of ground which the said James D. Earl purchased from George F. Strother, by deed bearing date on the third day of September, in the year of our Lord one thousand eight hundred and twenty-four.

To have and to hold the said lot of ground, (as above described,) with all and singular its rights, members, and appurtenances, and all the houses, buildings, and erections thereon, and especially the equity

of redemption arising under the mortgage above referred to, unto him, the said Sullivan Blood, and to his heirs and assigns, forever.

In witness whereof the said James D. Earl and Florance, his wife, have hereunto set their hands and seals at St. Louis, this twenty-fourth day of August, in the year of our Lord one thousand eight hundred and twenty-seven.

JAMES D. EARL, [SEAL.]
FLORENCE EARL. [SEAL.]

Signed, sealed, and delivered, in the presence of—
J. V. GARNIER.

STATE OF MISSOURI,
County of St. Louis, ss:

Personally appeared, before the subscriber, a justice of the peace within and for the county aforesaid, James D. Earl and Florence, his wife, both personally known of the said justice to be the persons who executed the foregoing instrument of writing, who acknowledged the same to be their act and deed for the purposes therein mentioned; and the said Florence, wife of the said James D. Earl, being by the said justice examined separately and apart from her said husband, and by him made acquainted with the contents of the said deed, made her acknowledgment that she executed the same voluntarily and freely, without the compulsion or undue influence of her said husband, and relinquished her dower to the property and premises thereby transferred and assigned.

In testimony whereof I have hereunto set my hand, this 25th day of August, A. D. 1827.

J. V. GARNIER, *Justice of the peace.*

8. *Geo. F. Strother and wife, to Thos. H. Benton and Biddle, in trust.*

This indenture, made this eighth day of September, in the year of our Lord eighteen hundred and twenty-five, between George French Strother, of the city and county of St. Louis, and State of Missouri, of the one part, and Thomas H. Benton and Thomas Biddle, of the county and State aforesaid, of the other part, witnesseth: that the said George French Strother, for and in consideration of the sum of six hundred dollars, lawful money of the United States, to him in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Thomas H. Benton and Thomas Biddle, and their heirs, in trust to the sole and separate use and behoof of Virginia Lawless, wife of Luke Edward Lawless, and her heirs, forever, in pursuance of a marriage contract made on the 17th day of May, in the year of our Lord eighteen hundred and twenty-five, between said Luke Edward Lawless, of the one part, said Thomas H. Benton and Thomas Biddle, trustees, of the other, and the said Vir-

ginia, of the third part, all that certain lot or parcel of ground situate, lying, and being in the said city of St. Louis, and bounded as follows, to wit: beginning at a stake on the street, the corner between James Earl and said Strother, and extending thence to Washington avenue in a straight line ninety feet, more or less; thence to Fourth street two hundred and seventy-five feet, more or less; thence to a stake, corner of said Strother and Earl; and from thence to the beginning; it being all of the lot purchased of the late Jeremiah Connor, deceased, by said Strother, except that part of said lot heretofore sold by said Strother to said James Earl, the boundaries of which will appear by reference being had to the deed of conveyance from Strother to Earl; together with all rights, members, and appurtenances whatsoever, to the said hereby granted and conveyed lot or parcel of ground belonging, or in anywise appertaining; and all the estate, right, title, and interest whatsoever, either at law or in equity, or otherwise howsoever, of him, the said George French Strother, of, in, or to the same.

To have and to hold the said lot or parcel of ground above mentioned, and hereby granted, bargained, and sold, to the said Thomas H. Benton and Thomas Biddle, and their heirs, in trust to the sole and separate use and behoof of the said Virginia Lawless, wife of the said Luke Edward Lawless, and her heirs, forever; and to and for no other use, intent, or purpose whatsoever. And the said George French Strother, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and agree, to and with the said Thomas H. Benton and Thomas Biddle, trustees as aforesaid, and their heirs, by these presents, in manner and form following, that is to say, that he, the said George French Strother, before the sealing and delivery hereof, is the true, sole, and lawful owner of the before described lot of ground and premises, and is lawfully seized and possessed of the same in his own proper right as a good, perfect, and absolute estate [of] inheritance in fee simple, and hath good right, and full power, and lawful authority to grant, bargain, and sell the said lot of ground and premises unto the said Thomas H. Benton and Thomas Biddle, and their heirs, trustees as aforesaid, and that the same is free from any incumbrance whatsoever.

In testimony whereof the said George French Strother hath to these presents set his hand and seal the day and year above written.

GEORGE F. STROTHER, [SEAL.]
THEODOSIA STROTHER. [SEAL.]
CLEMENT B. PENROSE,
Justice of the peace.

Signed, sealed, and delivered, in the presence of—
ANNA H. PENROSE.

STATE OF MISSOURI,
County of St. Louis, sct:

On this eighth day of September, in the year of our Lord 1825, personally appeared before me, a justice of the peace within and for said

county, George F. Strother, whose name is signed to the above instrument of writing, and who is to me personally known, and acknowledged the same to be his act and deed, hand and seal, and desired that the same might be received and recorded as such.

In testimony whereof I have hereunto set my hand the day and year above written.

CLEMENT B. PENROSE,
Justice of the peace.

STATE OF MISSOURI,
County of St. Louis, ss:

I certify that the foregoing instrument in writing is duly recorded in my office, in book M, page three hundred and twenty-four; 9th September, 1825.

ARCHIBALD GAMBLE, *Recorder.*

STATE OF MISSOURI,
County of St. Louis:

Be it remembered that, on this fifteenth day of December, in the year one thousand eight hundred twenty-five, before me, Joseph V. Garnier, personally came and appeared Theodosia, the wife of George F. Strother, and she being personally known to me to be the wife of said George F. Strother, the grantor in the foregoing deed, and being by me acquainted with the contents of said deed, and examined separate and apart from her said husband, acknowledged and declared that she assented to said deed, and relinquished her dower in the lands and tenements therein mentioned, voluntarily and freely, without compulsion or undue influence of her said husband.

Taken and certified the day and year aforesaid.

J. V. GARNIER, *J. P.* [SEAL.]

COUNTY OF ST. LOUIS, *ss:*

Be it known that, on the day of the date hereof, before the undersigned, a justice of the peace within and for the county of St. Louis, personally appeared George F. Strother and Theodozia, his wife, whose names are subscribed to the within deed or instrument of writing, and who are personally known to the said justice to be the persons whose names are subscribed to the said deed or instrument of writing, as having executed the same, and acknowledged the said instrument of writing to be their act and deed for the purposes therein mentioned; and the said Theodosia Strother, wife of the said George F. Strother, being by the said justice examined separately and apart from her said husband, and by him made acquainted with the contents of the said deed, made her acknowledgment that she executed the said deed or instrument of writing, and relinquishes her dower to the premises therein mentioned, voluntarily, freely, and without compulsion or undue influence of her husband.

Given under my hand this 14th November, 1828.

J. V. GARNIER,
Justice of the peace.

[REC. CLXXII, D. T. 1847.]—8

9. *Thomas H. Benton, Biddle, L. E. Lawless and wife, to Sullivan Blood—Deed.*

9th. This indenture, made this fifteenth day of November, in the year of our Lord one thousand eight hundred and twenty-eight, between Luke Edward Lawless, Virginia Lawless, wife of said Luke E. Lawless, Thomas H. Benton and Thomas Biddle, trustees of said Virginia Lawless, of the one part, and Sullivan Blood of the city of St. Louis, county of St. Louis, and State of Missouri, of the other, witnesseth: that the said parties of the first part, for and in consideration of the sum of thirteen hundred dollars to them, the said Luke E. Lawless and Virginia Lawless, in hand paid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and assigned, and by these presents do grant, bergain, sell, and assign, unto the said Sullivan Blood, the aforesaid party of the second part, and his heirs and assigns forever, all that certain lot or parcel of ground situate, lying, and being in the said city of St. Louis, and bounded as follows, to wit: beginning at a stake on the street, the corner between the lot of said Sullivan Blood and the lot hereby granted and conveyed; and extending thence to Washington avenue in a straight line ninety feet, more or less; thence to Fourth street; thence to a stake, corner of said lot of Sullivan Blood, and lot hereby conveyed; and thence to the beginning; it being the whole of the lot or piece of ground conveyed by George F. Strother and wife to said Thomas H. Benton and Thomas Biddle, and their heirs, in trust to the sole and separate use and behoof of said Virginia Lawless, by deed bearing date the eighth day of September, in the year of our Lord one thousand eight hundred and twenty-five, which deed is duly recorded in the office of the clerk of the circuit court of the county of St. Louis, in book M, page 374.

To have and to hold the said hereby conveyed lot and premises, together with all rights and appurtenances thereto belonging, unto the said Sullivan Blood, his heirs and assigns, forever. It being understood that, by these presents, the said Thomas H. Benton and Thomas Biddle are not bound by any covenant of seizin or of general warranty, and do hereby warrant the premises aforesaid to said Sullivan Blood, and his heirs, against them, the said Benton and Biddle, and their heirs, and all persons claiming by, through, or under them only.

In witness whereof the parties aforesaid have to these presents affixed their hands and seals, the day and year aforesaid, at St. Louis aforesaid.

L. E. LAWLESS, [L. S.]
VIRGINIA LAWLESS, [L. S.]
THOS. BIDDLE, *Trustee.* [L. S.]
THOMAS H. BENTON, [L. S.]

Signed, sealed, and delivered, in the presence of—in the tenth line the words "by said Luke E. Lawless, and Virginia Lawless," interlined before signing—

J. V. GARNIER.

STATE OF MISSOURI, *County of St. Louis, ss:*

Be it known that, on the day of the date hereof, before the undersigned, a justice of the peace within and for the county of St. Louis, personally appeared Luke E. Lawless, Virginia Lawless, and Thomas Biddle, whose names are subscribed to the foregoing instrument of writing, and who are personally known to the said justice to be the persons whose names are subscribed to the said instrument of writing as having executed the same, and acknowledged the said instrument of writing to be their act and deed for the purposes therein mentioned; and the said Virginia Lawless, wife of the said Luke E. Lawless, being by the said justice examined separately and apart from her said husband, and by him made acquainted with the contents of the said instrument of writing, made her acknowledgment that she executed the same, and relinquishes her dower to the premises therein described voluntarily, freely, and without compulsion or undue influence of her said husband.

Given under my hand this 15th day of November, 1828.

J. V. GARNIER, *J. P.*

Be it known that, on the day of the date hereof, personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, Thomas H. Benton, whose name is subscribed to the instrument of writing on the other side, and who is personally known to the said justice to be the person whose name is subscribed to such instrument of writing as having executed the same, and acknowledged such instrument of writing to be his act and deed for the purposes therein mentioned.

Given under my hand, this 28th day of May, 1829; "Thomas H. Benton," interlined.

J. V. GARNIER, *J. P.*

COUNTY OF ST. LOUIS, *ss:*

I certify that the foregoing instrument of writing is truly recorded in my office, in book P, page 71.

[L. S.] Given under my hand and seal of office, this 20th day of June, 1829.

ARCHIBALD GAMBLE, *Recorder.*

10th. Sullivan Blood and wife to Joshua B. Brant—deed.

10th. This deed, made this twelfth day of July, in the year of our Lord one thousand eight hundred and thirty, between Sullivan Blood and Sophia, his wife, of the city of St. Louis, and State of Missouri, parties of the first part, and Joshua B. Brant, of the same place, witnesseth: that the said parties of the first part, for and in consideration of the sum of three thousand five hundred dollars, to them in hand paid by said party of the second part at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents

do grant, bargain and sell, alien, enfeoff and confirm, unto said Joshua B. Brant, party of the second part, all that lot situate, lying, and being in the city of St. Louis, and State of Missouri, bounded northwardly by the lot of William Christy; eastwardly by Third street; southwardly by a cross street named Laurel street, and westwardly by Fourth street; which herein bargained and sold lot is one hundred and fifty "feet" more or less in front on Third street, by two hundred and fifty feet "more or less" in depth from east to west, and was acquired by said Sullivan Blood in two separate parcels, to wit: one part from James D. Earl, by deed of mortgage dated thirteenth day of September, in the year one thousand eight hundred twenty-five, recorded in book M, page 377; and by sheriff's deed on foreclosure of that mortgage, dated January the ninth, in the year eighteen hundred twenty-eight, recorded in book O, page 102; and by deed of said Earl and wife, dated the twenty-fourth of August, eighteen hundred twenty-seven; the other part was acquired from Luke E. Lawless and wife, and Thomas Biddle and Thomas H. Benton, by their deed dated the fifteenth day of November, in the year one thousand eight hundred and twenty-eight, recorded in book P, page 71; to have and to hold said herein bargained and sold lot unto him, said Joshua B. Brant, his heirs and assigns forever, together with all improvements thereon, and all privileges and appurtenences thereto belonging, or in anywise appertaining.

In testimony whereof the said parties have hereto set their hands and seals, the day and year first above written—the word "feet" having been first interlined in the seventeenth line from the top of the first page, and the words "more or less" in the next line.

SULLIVAN BLOOD, [SEAL.]
SOPHIA BLOOD. [SEAL.]

Signed, sealed, and delivered, in presence of—
J. V. GARNIER,

COUNTY OF ST. LOUIS, *ss:*

Personally appeared before the undersigned, a justice of the peace within and for the county of St. Louis, Sullivan Blood and Sophia Blood, whose names are subscribed to the foregoing instrument of writing, and who are personally known to the said justice to be the persons whose names are subscribed to said instrument of writing, as having executed the same, and acknowledged said instrument of writing to be their act and deed for the purposes therein mentioned. And the said Sophia, the wife of the said Sullivan Blood, being by the said justice examined separately and apart from her said husband, and made acquainted with the contents of the said deed, made her acknowledgment that she executed the same, and relinquished her dower to the premises therein mentioned, voluntarily and freely, without compulsion or undue influence of her husband.

Given under my hand this 22d day of July, 1830.

J. V. GARNIER, *J. P.*

I do certify that within and foregoing deed is truly recorded in my office in book Q, pages 99 and 100.

Given under my hand and seal of office this 26th day of July, in the [L. S.] year 1830.

ARCHIBALD GAMBLE, *Recorder*.

The defendant then read in evidence the following certificates from the keeper of the parish records of St. Louis, to wit:

Certificate of baptismal of Apauline Clamorgan.

Le onze Avril, mil huit cent trois, a été, par nous, soussigné, baptisé Appolinne, née le sept Février de Susanne, mulâtress de Clamorgan, qui déclare être son enfant naturel et libre, comme il nous a parru par son billiet de 11 Avril, 1803, signé pr. Clamorgan. Ont été parrain Alexandre Chauvin, et marraine Thérèse Delile, tous de cette parroise. Les parrains signent avec nous.

JANIN, *Curé*.

ALEXANDRE CHAUVIN,
THERESE DELILE,
J. CLAMORGAN.

Certificate of baptismal of Cyprien Martial.

Le vingt-quatre Juillet, mil huit cent trois, a été, par nous, soussigné, baptisé Cyprien Martial, né le dix de Juin, de susditte *vo* de Mr. Clamorgan, lequel il déclare être son enfant naturel et libre, à qui il donne le nom de St. Martial, comme il apert par son billet de 28 Juillet, signé Clamorgan. Ont été parrain Jean Baptist Ducouquet, et marraine Thérèse Papin, tous de cette parroise, qui signe avec nous.

JANIN, *Curé*.

THERESE PAPIN,
J. CLAMORGAN.

Certificate of baptismal of Eutrope.

Le vingt-sept de Novembre, j'ai baptisé, sous condition, Eutrope, mulâtre, fils naturel de Monsieur Clamorgan, né libre d'une négresse nommée Héleine, le trente d'Avril de cette année. Le parrain et la marraine ont été Joseph Brasaux et Thérèse Delille. En foi de quoi, j'ai signé avec eux, à St. Louis, la date comme ci-dessus.

MAXWELL,
Curé de St. Genevieve.

J. CLAMORGAN,
JH. BRAZEAUX,
BISSED. BRASAUX.

I, the undersigned, do hereby certify the above three copies to be fully conformable to the original records of baptism, kept at the Cathedral of St. Louis.

ST. LOUIS, *February 20th*, 1847.

A. T. HEIM.

Sworn to and subscribed before me, this twenty-second day of February, anno domini eighteen hundred and forty-seven.

FRED'K KRETSCHMAR,
Justice of the Peace, St. Louis county, Mo.

Certificate of baptismal of Maximin.

Le treize de Juillet, mil huit cent sept, je, soussigné, curé de St. Louis, j'ai baptisé un enfant mulâtre, naturel, libre de naissance, nommé Maximin, appartenant à Jaque Clamorgan. Le parrain a été Eutrope, mulatre, et la marraine a été Appoline, l'un et l'autre appartenant à Jacque Clamorgan.

N. B.—Cet enfant mulâtre est né de Julie, mulâtresse à Jaque Clamorgan.

EUTROPE, ✕ *Mulâtre.*
APPOLINE, ✕ *Mulâtresse.*
JN. CLAMORGAN.

I, the undersigned, do hereby certify the above to be a true and full copy, taken from the original records kept at the Cathedral of St. Louis.

ST. LOUIS, *February 23d*, 1847.

A. T. HEIM.

Sworn to and subscribed before me, the undersigned justice of the peace, this twenty-fourth day of February, anno domini eighteen hundred and forty-seven.

FRED'K KRETSCHMAR,
Justice of the Peace, St. Louis county, Mo.

The defendant then read in evidence the following deed and the endorsement thereon, which endorsement was proven to be in the handwriting of Jacques Clamorgan:

Deed from Brazeau.

En la villa de St. Luis de Illinois, á los ocho dias del mes de No'bre del año de mil ochocientos tres, á defecto de escribano ppco. en ella, ante mí, Dn. Carlos Dehault Delassus, coronel de los re's ext'os y ten'te de Gov'or de esta alta Luis'a, y en presencia de los testigos de asistencia, Dn. Josef Hortiz y Dn. Fran'co Valois, estubo precente en su propria persona Dn. Santiago Clamorgan, vecino y del comercio de esta villa, el qual por estas precentes declara et confiesa haver hoy dia vendido, cedido, transportado, y avandonado, tanto para havra como para siempre, y promete haver gozar y preserver de todas deudas, duarios, hipotecas, ybiciones, substituciones, y generalmente todo lo qe. serlo pudiesen, á Dn. Josef Brazeaux, vecino ygualmente de esta misma villa, aquí precente, estipulando, aceptando, y adquiriendo, para él y sus herederos, ú otros que reprecenten su derecho, un terreno de ciento y veinte piés de frente y docientos de profundor, situado en lo alto de

esta villa, en la calle de la Yglecia, teniendo del lado del norte al dominio de S. M., del sud á la calle que separa el d'ho terreno con él que domicilia el d'ho S'or Clamorgan, y al este á otro terreno que este último vendió á Pedro Payant. Y al mismo tiempo declara Dn. Santiago Clamorgan haver vendido al mismo Dn. Josef Brazeaux una porcion de tierra, de quarenta piés de frente sobre ciento de profundidad, situada en la calle principal de esta villa, teniendo del lado del norte al d'ho Payant; al sud á la calle que lo separa con el vendedor; y al oeste al anted'ho terreno que aquí se menciona, el todo cercado con muralla de piedras, y en él se halla construyda una pequeña casa, principiada en piedra de como quinze piés de anchra seis prancheos; cuyos dos terrenos provienen de los nombrados obaichors, y trudel, que el vendedor huvo por ventas juridicas, igualmente declara el dicho Don Santiago Clamorgan, haver vendido de la misma manera al enunciade Don Josef Brazeaux una negrita llamada Fran'ca, de edad de como de doce años, nacida en los Apelazäs, y un negro llamada Luise, de hedad de como quarenta años, padre de la dicha negorita, proveniente de Juan Prais, de quien el vendedor la huvo por venta publica en Santa Genoveva; los dichos terrenos, negrita, y negro, el adquiriente nos declara haver visto y examinado dandose del todo contento y satisfecho, sin nada retenerse ni reserbarse, adquiriendo lo segun y conforme a las leyes, y por precio y suma de mil y quinientos pesos en dinero corriente de este pays, pagados de contado; cuya cantidad el enunciado S'or Clamorgan nos declara haver recibido del enunciado S'or Brazeaux, una parte en pelleteria, y el resto en obligaciones por el devidas, dandole por estas presentes plena y entera quitanza, separandose del patronato, dominio, y Señorio que tiene en los dichos terrenos, y esclavos, y lo cede y traspasa al dicho adquiriente, para que haga y disponga de ellos lo que fuere de su boluntad, como de un vien a el perteneciente y bien adquirido; y renuncia a la non numerata pecunia y a todos los fueros y derechos de su favor con la ley general que lo prohive en forma; y a la firmera de este acto a segura su persona y vienes havidos y por haber y da poder a las justicias de S. M. para que lo à premier, como por cosa jusgada y por el mismo consentida, &c. Y el referido Don Josef Brazeaux, por la amistad que profesa a su disado llamado St. Eutrope, hijo natural de Don Santiago Clamorgan, como tambien a dos otros hijos naturales del mismo, a saver, una nina llamada Apolina, de edad como de ocho meses; y un niño llamado Ciprien Martial, de hedad como de cinco meses, el referido Don Jose Brazeaux declara por estas presentes que hace pura donacion yrrebocable de los dos dichos terrenos de la negrita Fran'ca, y de su padre Luis al ya nombrado su hisado Santa Eutrope, a la referida Apolina y al enunciado Ciprien Martial para que puedan disponer del todo como de un vien a ellos perteneciente en toda propriedad, y devidamente vien aquirido sobre el cargo y condicion de no poder usar de venderlos, empeñarlos, ni hipotecarlos antes de tener veinte y cinco años cumplidos elmas joven, a cuya epoca podren todos unanimes y del mismo conscentimiente disponer de los dichos bienes a sus voluntades y libres al vedrios, y en caso de que los dichos niños vengan amorir sin

tener hijos á ellos propios, los referidos vienes que daran a la propiedad de su padre, Don Santiago Clamorgan, y en el caso de que algunos de los dichos niños onina, venga a morir antes de la edad de veinte y cinco años, odes pues los que queden en vida seran herederos de la parte del defunto, ò defuntos esto es si los dichos defuntos ni tienen hijos a ellos propios, pues, en este caso los hijos que dere seran herederos de la parte del padre ò madre defunto ; el todo sobre condicion de que la mulata llamada Estera tendra siempre loxamiente a su satisfacion en la hante dicha casa y terreno hasta su decesso sin que nadie repueda exigir cosa alguna por al quiler ; as y han convenido y acordado prometiendo, &c., obligando, &c., y lo firmaron con migo las partes y testigos de asistencia el referido The. de governador el mismo dia mes y año que tu supra.

JOSEF BRAZEAUX,
SANTIAGO CLAMORGAN,
FRANCISCO VALOIS,
JOSEF HORTIS,
CARLOS DEHAULT DELASSUS.

Don Carlos Dehault Delassus, coronel de los re'es estos ye Tren'le, &c., governador de esta alta Louisiana. Certifico que la precente copia es conforme a la original que queda depocitada en el archivo de este gov'r de mi mando y a peticion Don Santiago Clamorgan, doy la presente, f'ha ut supra.

DELASSUS.

Moi Jaque Clamorgan, je declare a mes enfans, nommes Eutrope, Apoline, et Ciprien, que je veux et j'entend qu'ils partagent la valeur de la proprieté cy jointe avec Maximin leur frere, autrement ils me rendront tres m'e contant; j'espere qu'ils se conformeront a mes desires et volontes et je signe.

JA. CLAMORGAN.

Testimony of Pierre Chouteau, jr.

Pierre Chouteau, jr., a witness for defendant, testified, that he knew Jacques Clamorgan well; that he remembers him some 40 or 45 years ago; that he resided at St. Louis, and continued to reside here until his death in 1814; that he resided on the same block on which the Missouri hotel now is, and continued to reside there until his death; that the said block is about one square east, and two squares north of the lot in controversy in this suit; that Clamorgan was never married, was a merchant by profession, and was very poor at the time of his death; that his children were mulattoes and illegitimate; that before Clamorgan died his affairs became embarrassed, and most of his property was sold under execution. He was at one time considerably indebted to witness' father. Witness saw the common field fence, and Clamorgan was here then, the fence commenced on the river at Roys' tower above the town, and extended thence west to the top of the hill; thence down Third street to about opposite the City hotel; thence along about where Fourth street

is south, so as to include the commons, and thence to the river; there was a gate in this fence which stood about opposite to where Washington avenue now is, through which the road to St. Charles passed; the road extended west, about as far as the common fields went; the object of this fence was to protect the grain of the inhabitants from the cattle; the common fields were not fenced in, but the cattle were kept within the fence which enclosed the town; this fence went down in 1797; after which the common field lots were not cultivated until some years after the change of government. Judge Lucas was one of the first who enclosed any of the common field lots. Major Christy and Jeremiah Connor also enclosed their lots about the same time. Witness knew Connor soon after the change of government; he had land fenced in a little north of the gate and north of Washington avenue, and extending west near to the Catholic college.

On cross examination he testified, that Jacques Clamorgan left here for Mexico in the year 1806, and returned in the winter of 1808, or the spring of 1809. That judgments were obtained against him and his property sold during his absence; that witnesses father purchased in most of the property at sheriff's sale; that his father had furnished Clamorgan with the means to purchase a stock of goods when he went to Mexico on the trading expedition aforesaid; that his father paid off a judgment in favor of Mildrum and Parks against Clamorgan, and took an assignment of it to himself, and caused Clamorgan's property to be sold under said judgment and purchased it in himself, holding the title for his own security, and to be re-conveyed to Clamorgan on his refunding to Mr. Chouteau, sr., the amount which he had advanced for Clamorgan as aforesaid. On Clamorgan's return, Mr. Chouteau, sr., from time to time re-conveyed to him, or others under his direction, all or nearly all the property purchased in as aforesaid during Clamorgan's absence. That Clamorgan was a man of great intelligence, and was a Frenchman by birth; that the common field lots commenced at the Mill tract, and extended up to the rocky branch, a distance of one and a half or two miles, but were not much cultivated above the big mound; these lots generally contained one, but sometimes two or three arpents in front, and were all forty arpents in depth, and all adjoined the fence.

In early days here, they were generally designated and known by the names of the owners, and they were very often exchanged and bartered or sold verbally and without deeds or any written conveyance; under the Spanish government the syndic was an officer appointed to designate the front of the lots which were to be cultivated in the rear, and was also charged with the superintendence of the common field fence, and to see that it was kept in repair by the owners of the adjoining lands; at the date of the judgment in favor of Mildrum and Parks against Clamorgan, he owned a great deal of real estate about St. Louis; the road that ran out of the gate above mentioned was called the royal road, and witness remembers no other road at that time running out

west from the town near to the one above described; there was no road where St. Charles street now is that he ever knew; Connor's fence was all on the north side of the road which witness speaks of.

On re-examination by defendant, he stated, that Clamorgan's absence to Mexico was on a trading expedition, and only temporary, and that during his absence he left his servants in his house, and Mr. Cabanne had charge of his business; the purchase of Clamorgan's property under execution by Mr. Chouteau, sr., was a friendly act, and at the time of Clamorgan's death witness thinks it had all been redeemed by him, and reconveyed either to him or to others at his request; that the road to St. Charles after entering the gate of the common field run straight out to the end of the common field lots, and then turned a little to the right to gain a dividing ridge.

Testimony of Francis Fouchet.

Francis Fouchet, a witness for defendant, testified, that he has resided in St. Louis forty-two years, during which time he resided 19 years on the south side of Washington avenue, having removed from there about two years ago; that thirty-eight or nine years ago, Jeremiah Connor was in possession of one arpent front on the north side, and one arpent front on the south side of where Washington avenue now is; that Connor's fence commenced at St. Charles street, which is one arpent south of Washington avenue, and ran thence north to Christy's line, and the fence extended westward to between where 8th and 9th streets now are, and enclosed all the ground between that point and Third street, two arpents in width; Connor used it as a house lot, and where Washington avenue now is, was about the centre of Connor's enclosure; Connor, before he died, laid it out into town lots, and threw down the fence; can't say how long it was enclosed, but thinks for five or six years; Connor commenced selling lots about twenty-five years ago; he sold them at private sale, and had no public sale of lots; one Rockford built a house on St. Charles street in Connor's addition, about 24 years ago. The Messrs. Finney also bought a lot of Connor and took possession of it about twenty-four years ago; the same lot on which they long resided, situated on south side of Washington avenue between 5th and 6th streets; they also bought a lot from Connor on the north side of the avenue where they now live, about twenty-four [years] since the Finney's took possession of their lot where they live, under Connor, before his death, which happened about twenty-three years ago; and about two years after, he laid off his land into lots. Witness knew James D. Earl, who was a wagon maker, and who built and occupied a shop on a lot on 3d street near to Christy's line; the shop stood on the rear of the same lot now occupied by defendant; Earl occupied this shop a year or two before he sold it; there was a blacksmith shop on the same lot connected with Earl's shop; witness don't remember who took the shop away, but thinks it was sold by defendant, and it was hauled away; there was no fence or other enclosure around the shop or the adjoining lot.

Testimony of Robert N. Moore.

Robert N. Moore, a witness for defendant, testified, that Earl built his shop on the rear of the lot now occupied by defendant, near to Christy's line, between the years 1821 and 1823. That there was a blacksmith shop on the same lot immediately west of Earl's shop, which was built about the year 1819; Earl occupied his shop and the blacksmith shop for a year or two, and was succeeded by one Harrington, who occupied it for a short time; and about that time, and afterwards, the upper room of the shop was occupied as a school room. Witness thinks the shop was occupied in some way until it was removed by the defendant, who in 1830 or 1831 took possession of the entire lot now occupied by him, and enclosed it, and has occupied it ever since; no part of the lot was enclosed until it was done by defendant after he took possession in 1830 or '31; Connor laid off his lands into lots prior to 1820. The old gate posts of the common field gate were at the junction of Third street and Washington avenue; witness knew Connor and his enclosure at that place; his western fence was between 8th and 9th streets as the city now is, and ran from St. Charles street to Christy's line. Witness knows that the Tayon arpent is the southern arpent of Major Christy, and that the Bissonette and Dodie arpens join each other in Washington avenue.

On cross examination he stated, that when Connor laid it off into town lots he marked out visibly the streets and alleys, blocks and lots; and witness does not know under whom Harrington and the others who succeeded him in the occupation of the shop held the possession.

Testimony of James Faucitt.

James Faucitt, a witness for defendant, testified, that Connor died in the fall of 1823, and before his death told witness that his land extended from 3d street westward, forty arpents, and was two arpents in width, and that Washington avenue was in the centre of it. It was laid out into streets, blocks, and lots, as far west as 11th street on both sides of the avenue; in 1819 there had been some buildings erected on the south side of the avenue.

The witness testified in substance to the same facts as the witness Fouchet in reference to the erection of Earl's shop, and the same as the last witness in reference to laying the ground off into streets, blocks, and lots. Also, that in 1819 there were improvements, such as small enclosures used for horse lots, &c., on the south side of the avenue between 3d and 7th streets; that the witness has lived in St. Louis since 1819, and that when he came here there was an old fence west of the present Seventh street, running along from the street now called St. Charles street, northwardly to Christy's line, which was in decay on both sides of Washington avenue; Connor's land was laid off into lots in 1818 or 1819; there was a trail there then as of a race track on said forty arpents out farther west, near where the park now is.

On cross examination he stated, that there was no enclosure west of 7th street, nor any improvements on the north side of Washington avenue prior to Connor's death, except Earl's shop and the enclosure of Bishop Duhrings' lot, between 9th and 10th streets, which was enclosed in 1820; that Connor had no family, but kept house and lived on 2d street in St. Louis; that Earl erected his said shop in Connor's lifetime.

Testimony of William Milburn.

William Milburn, a witness for defendant, testified, that he was well acquainted with Jeremiah Connor, and had often seen Connor's enclosure, and on this point his testimony was in substance the same as that of witnesses Moore and Fouchet; that Connor's fence was taken down in 1818, when Connor made his addition to the city, and laid it out into streets, blocks, and lots; Connor employed Major Gordon to survey the ground, and lay it out into blocks for him; Rector and others soon after purchased lots of Connor on the south side of the avenue, and built upon them.

He also testified in substance the same as the preceding witnesses in reference to Earl's shop; he stated, that he came to St. Louis to reside in 1816, and was immediately engaged in surveying under General Rector in United States surveyor's office, which was situate near where defendant resides, not farther therefrom than one square or thereabouts; that he knew Connor's enclosure there in 1817; that the front fence of it ran along on east side of Third street as it now is, as far south as the present St. Charles street, which is [the] road running out between Connor's land and Lucas; that the fence of Connor's enclosure was there till the people began to build upon the lots obtained from Connor, and tore it down; that Earl's shop was on the lot in question in Connor's lifetime; that Connor died in September or October, 1823; that he did not remember that Earl's shop was ever unoccupied till it was removed.

Testimony of Robert Wash.

Robert Wash, a witness for defendant, testified in substance the same as the last and preceding witnesses in reference to Earl's shop; that witness came here to reside in 1811, and knew Connor well; there were then but few inhabitants here, and Connor had before then been the sheriff, and was well known; within a year after witness came here, said Connor's enclosure extending as far west as 7th street; in 1812 Connor offered to sell the whole 80 arpents for $800; at that time Connor was reported to be the owner, and witness heard of no adverse claim; after Connor laid off into town lots, some speculator, a Mr. Glenn, from Cincinnati, offered him eighty thousand dollars for it, as was said; the land of Christy next north of Connor's was then (in 1811) enclosed; there were then no enclosures of any part of the Connor field lots farther north than said Christy's; the property was then generally known

and spoken of as Lucas', Christy's, Connor's, &c. Connor's said claim was well known, and there was no adverse claim to his knowledge; that before Connor's death one Hammond, under some agreement with Connor, put up a building on the part of the land in question, south of Earl's shop, towards Washington avenue, and before it was finished he and Connor disagreed, and he removed it.

On cross examination he stated, that he had no recollection of seeing any enclosure on the front of Connor's ground for several years prior to the time of laying it out into lots, and does not think the ground enclosed was as much as two arpents wide. In 1818 and '19, property was very high at St. Louis, but soon after, owing to the failure of the Bank of Missouri and other causes, it fell greatly in value, and for several years could be sold only at nominal prices, especially under execution; that money was very scarce, and great sacrifices were of almost daily occurrence; but, in 1826, property had begun to appreciate somewhat in value; witness thinks that in 1826 Connor's 80 arpents were worth from ten to twenty thousand dollars at least; but thinks they would not have brought that much under execution, and one half of the 80 arpents probably not more than five thousand. Glenn, who offered Connor $80,000 for it in 1819, was considered a visionary man, and was said to have made Connor crazy by his offer.

In 1826, St. Louis contained about 6000 inhabitants; at that date, disputed titles sold under execution for only nominal prices, and witness would not then have bought Clamorgan's title at all; that Clamorgan's title to this forty arpent lot in question would, in 1826, have brought only a nominal sum; that he, witness, would not have bought it at any price.

Defendant then read in evidence the following document, which was proved to be all in the handwriting of Jacques Clamorgan, as was also the endorsement thereon; which document and endorsement are in the words and figures following, to wit:

Titres de proprieté.

Lettre.	Arpens.	No.	
D, confirm.....	400	1	Concession accordé a Braseau, le 24 7bre, 1793, mine de charbon.
Vandu a Bridge		2	Vante de Braseau en ma faveur.
		3	Plan de l'arpentage, p. 400 arpents.
F, confirmed.....	800	1	Concession de la terre du beuf blanc du 8bre, 1793.
Vandu 400 a Mr. Cadet, 50 a Car.		2	Arpentage de la ditte terre, 27 7bre, 1806.
		3	Protest fait par Makay contre l'oposition de St Sire.
G, rejected.....	800	1	Certificat de l'etablissement de bochan riviere Latirque.
Au borde.....		2	Vente en ma faveur de son etablissement.
		3	Arpentage de la ditte terre p.
K, confirm.....	40	1	Concession accordee a Girard avec arpentage 1 7bre, 1796, St. Charles.
		2	Vante par Girard en ma faveur le 17 7bre, 1804.
		3	Sermen pr. certifier l'etablissement.

Titres de proprieté.—Continued.

Lettre.	Arpens.	No.	
L.....	00	1	Concession de buor p. 18, registre No. 1, pr. un terrein dans la ville.
		2	Vante de buor 26 3er, 1806.
		3	Certificat de l'emplacement du terrein.
		4	Concession de lesson honore au registre No. 1, fo. 34.
N, confirm, 7 et 8p.		1	Concession de ma carierre.
		2	Arpentage.
O, rejected.....	44,800	1	Concession de l'isle au Cedre a Loisel le 25 Mar., 1800.
		2	Vante a L'Encan le 7 8bre, 1805.
		3	Certificat de l'etablissement de l'isle au Cedre.
		4	Plan d'arpentage.
R, confirme, board	60	1	Concession et arpentage d'une terre de bochan.
†S, rejected.....	1,066	1	Concession et arpentage de Jacque Eglise du 18 Aout, 1797.
Hampstead.		2	Vante publique et proces verbal a moi adjuges.
		3	Certificat d'etablissement.
†T, rejected.....	458,963	1	Concession a la petite prairie le 9 Aout, 1796.
		2	Arpentage de la terre.
†V, rejected.....	400	1	Vante de la terre de Geaues pere et fils le 15 Aout, 1804.
		2	Arpentage.
X, confirme.....	60	1	Concession a la traverse de Maramek le pr. 8bre, 1797.
Vandu a Car.		2	Arpentage de la ditte terre.
†Y, rejected.....	8,000	1	Concession a la riviere antaya Maramek le 20 7bre, 1796.
		2	Arpentage.
†Z, rejected.....	904	1	Vante du droit de Gilmore passé a dulier et enfante a mci du 22 9bre, 1805.
		2	Arpentage.
†& rejected..... Vendu a Car.	3,200	1	Concession de la terre a Jeames Head du 5 8bre, 1793.
Echangé une portion de 400 avec Rousel.		2	Arpentage.
†AA, rejected....	320	1	Concession de Scuder a Teyler a Maramek tenant a ma Saline.
Vendu a Car.		2	Arpentage compris dans CC et DD, entout 2,720 arpents.
		3	Proces verbal de la terre de Scuder 24 9bre, 1779.
		4	Vente de Scuder a Teyler.
†CC, rejected....	800	1	Concession tenant a ma Saline du Juin, 1793.
Vandu a Car.		2	Arpentage.
†DD,† rejected...	1,600	1	Concession tenant a ma Saline du 7bre, 1793.
Vandu a Car.		2	Arpentage.
†FF, rejected....	500,000	1	Concession de la riviere au Cuivre, 488,000.
La ½ Mr. Zenon		2	Lettre du Baron du 18 7bre. 1796.
		3	Autre lettre.
		4	Lettre de l'Intendant Morales.
		5	Office du Baron qui confirm le concession.
		6	Arpentage.
GG.....	Terein	1	Vante du teriene de Trudelle et Obuchon.
	Jusqua	14	Ou est la petite maison.
HH.....	Mon Isle	1	4 terren de No. 1 a 16 ou je demeure.
KK.....	Terrein	....	Acheté de Car sur la côte 240, sur 300, vandu a Brady.
44.....	80 arp's	....	Acheté D'Ortiss a presenter.
†800, rejected....	.....	....	Opens ½ fois Qunigan, 1802.
80 arp., rejected..	.....	....	From Ester —— 8bre, 1793, a Cadet Chouteau.

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Titres de proprieté—Continued.

Lettre.	Arpens.	No.	
De la lettre N....	.....	....	A ma Carriere vandu sur la grande rue ou Rya 1 arpent ½ de front, qui sont 270 pieds Français egal a — pieds Anglois.
			Premierem't a rencontre 80 pieds sur 300 mes'e Française.
			2d a Benite 80 pieds sur 150 mesure Française.
			a Lafleur 35 pieds sur 150 mesure Angloise 35 pieds et Française les 150.
			, a feu William 30 p'ds sur 150 mesure Angloise.
			a Garniere 30 p'ds sur 150 mesure Angloise.
			a Garniere 30 p'ds sur jusqu'au Mississippi mesure Angloise.
			Beral Sarpy 60 pieds jusqu'au Micisipi mesure idem.
			Laprise 60 pieds sur 150 mesure.
			Docteur Broon 240 pieds 240 sur 300 au cocu du S. O. measure Angloise.
			A Made. Benite 20 pieds sur 300 au sud d'elle.
			Plus 80 pieds sur 150 deriere che elle.
			A Baronette 30 pieds sur 150 entre 600 et rencontre.
De la lettre S.....			Done a Carton 200 arpents pour casser la vante faite par le sheriff de Jacque L'eglise.
T....			Le ½ a Mr. Lassers de la terre de petite prairie.
			Plus une isle sur la coste derriere che moi de 240 pd. sur 300, vandu a Brady.
			Mon terrein a côte le Bartiom de 120 pieds sur 300.
			Endorsed: "Note.—De mes proprietes qui restrent."

Also the original plat and certificate of survey made by Soulard for Jacques Clamorgan, of the one by forty arpents in controversy, a copy of which was given in evidence by the plaintiff, on which original were endorsed the words "sold at auction," which were proved to be in the handwriting of Jacques Clamorgan.

This document was also endorsed in handwriting of Clamorgan, "letter J, No. 1 to 3," and "concession of Gabriel Dodier for 1 arpent by the side of the St. Charles road."

Testimony of William C. Carr.

William C. Carr, a witness for defendant, testified, that he came to St. Louis in 1804, and knew Jacques Clamorgan from that time until his death in 1814. In the year 1813, Clamorgan conveyed to witness and Gen'l Clark the lands marked in the margin of the list of lands read in evidence by defendant, as sold to him, said Carr; and the title papers for those tracts delivered by Clamorgan to witness, were marked, lettered, and numbered by Clamorgan, to correspond with the letters, marks, and numbers set opposite to the respective tracts in the aforesaid list; (witness produced to the court the said title papers, which corresponded with the statement of the witness, and were read in evidence to the jury,)

and also six other documents relating to lands in the list, also lettered and numbered by Clamorgan to agree with the list.

He also testified, that, about the year 1808, the mulattress Esther, came to the office of witness in St. Louis, he being then a practising attorney at law, and stated to him that Clamorgan had threatened to take her daughter and grand-child to New Orleans and sell them into slavery, and wished to employ witness to prevent his doing so.

Witness inquired how she proposed to pay him for his services? She replied that she was poor, and had nothing to pay him with, but at the same time handed to witness a bundle of papers, which she said Clamorgan had given to her, but that she did not know what they contained. On examining them, witness found them to be title deeds for sundry tracts of land and town lots in and about St. Louis, and amongst other papers the deed from Dodier to said Esther for the tract of one arpent by forty, in controversy in this suit.

Witness informed her that they were title deeds for lands; she said she never knew it before; that she did not know anything about them; that Clamorgan gave her the papers, and she never knew what they contained.

Witness ascertained from her that she was entitled to recover of Clamorgan, for services rendered him as housekeeper, and proposed to her to institute suit to recover for said services. She finally concluded to institute her suit after consulting with her friends, and witness agreed with her to take the tract of one by 40 arpents, in controversy, for his fee.

She thereupon conveyed the said tract to witness, and at or about the same time conveyed to witness several other tracts and town lots, and amongst them a lot or lots on the same block on which Clamorgan resided. But before taking the conveyance, witness examined the records, and found there recorded a deed or deeds from Esther to Clamorgan, for the same lands which Esther proposed to convey to him; and amongst others for the tract of one by 40 arpents, in question.

On inquiring of Esther about it, she said she had never signed any such deeds, and knew nothing about them. Witness then took the conveyance from her; soon afterwards Clamorgan came to witness' office to see about the suit which witness had brought in favor of Esther to recover her wages, and at that time witness informed Clamorgan that he had purchased the land in question from Esther, and that she denied that she had ever conveyed them to him, (Clamorgan.)

Witness also, at the same time, informed Clamorgan that he had seen Mr. Brazeau, one of the subscribing witnesses to the deed, and that he would not sustain it; also that he, (the witness,) intended to enclose a part of the tract of one by 40 arpents, and if Clamorgan had any objection to make, he had better make it then; to which Clamorgan replied, that he hoped he would never mention those deeds again; that they were the greatest act of folly of his life, which he should never cease to regret, and that he might take possession as he, Clamorgan, would never disturb him in the possession of the lot; he further said to

witness, that he had come to settle the suit, and that he would pay any sum Esther should ask if he could, and witness saw her, and she fixed a sum, and he paid it; that he, witness, stated to Clamorgan, that Esther said those deeds, comprehending the one from Esther to Clamorgan for said 40 arpents of Dodier, were forgeries; and Clamorgan then said as aforesaid, that it was his greatest act of folly.

Witness then proceeded to enclose a small lot, containing one or two arpents, off the eastern end of the Dodier tract, embracing in his enclosure the premises now occupied by the defendant. Witness used it for a horse lot for several years, and in 1812 sold and conveyed the said forty arpents, the Dodier arpent or field lot, to Jeremiah Connor, who thereupon took possession of it, and soon after extended the enclosure westward to about where 7th street now is, and kept it enclosed until he laid it out into town lots in 1818, when the fence was taken down; from the time of the conversation with Clamorgan above referred to, he, Clamorgan, continued until his death to reside very near to the lot, and knew of witness' enclosure, and of Connor's possession, but never set up any title thereto in his lifetime, so far as witness knows; and sometime after the said conversation Clamorgan bought of witness some of the lots which Esther had conveyed to witness, and which were also embraced in the pretended prior conveyances from Esther to Clamorgan.

Witness after he fenced in a part of the said Dodier tract as aforesaid, was in habit of seeing Clamorgan frequently, who was at St. Louis from that time till his death, and resided about two squares from said enclosure.

On cross examination witness stated, that he was the attorney for Mildrum and Parks, and as such obtained the judgment in favor of Sarpy, executor of A. Reihl, for use of Mildrum and Parks, vs. Clamorgan, read in evidence by defendant.

Witness does not remember how it was paid, nor whether Mr. Chouteau bought it, nor by whom it was paid; nor does he remember whether any of Clamorgan's property was sold by virtue of an execution issued on said judgment; witness knows nothing of the sale of the tract of one by forty arpents in controversy under said execution.

Witness purchased of Clamorgan his right to another tract of one by 40 arpents, in the Little Prairie adjoining the town, which was afterwards confirmed to witness as assignee of Clamorgan, and which witness yet owns; Clamorgan had claims to numerous tracts of land in the neighborhood of St. Louis; Esther had once been Clamorgan's slave, but had been liberated by him many years before the occurrences above related, and was generally understood to be his concubine; the subscribing witnesses to the deed from Esther to Clamorgan were Joseph Brazeau, who was one of Clamorgan's nearest neighbors, and Auguste Chouteau, who was one of the leading men of the village; some years after this Esther brought suit against witness to set aside the said conveyances, but the suit was dismissed by the court.

Testimony of Joseph Papin.

Joseph Papin, for defendant, testified, that he had resided at St. Louis since 1780, and remembers the common field fence and the gate of the same, which was just on Third street, where Washington avenue now crosses the same, near Benton's late residence; that the road to St. Charles was in those days through that gate, and it led out westwardly; that the common fields were cultivated, and westwardly from said fence some twenty-five arpents, perhaps some more or some less.

Plaintiff's evidence—Testimony of Curtis for plaintiff.

Curtis, a witness for plaintiff, testified, that he was for some time employed in the office of the recorder of titles for this county, and is very familiar with the archives of the Spanish Government deposited in said office, has frequently examined them and made an abstract of all the conveyances; that he has examined the said archives diligently, and can find no conveyance from Gabriel Dodier to Jacques Clamorgan.

Testimony of Paschal L. Cerré for plaintiff.

Paschal L. Cerré, a witness for plaintiff, testified, that he has resided in St. Louis since the year 1779; knew the common field fence; it commenced on the river above the town near Roy's tower; thence ran west to the Belle Fountain road; thence south to the tower which stood between where 3d and 4th streets now are; thence south along Fourth street, past the court house; thence west so as to include the commons; and thence to the river; the first common field lot adjoined the mill tract near Market street, and extended thence touching each other up to the rocky branch.

Witness knew Jacque Clamorgan well; he was a very intelligent man; but as to integrity he can't say much about that; an extensive merchant, but was reputed to be a cunning shrewd man.

Witness don't know of his owning any common field lot; knew the said gate in said common field fence, which was at the entrance of Washington avenue and near centre of same; after entering said gate, the road ran straight to the west end of the 40 arpents; and the land was cultivated on each side of the road.

On cross examination he testified, that the common field fence ran west of defendant's house; Clamorgan was never married, and his children were mulattoes.

Plaintiff then gave in evidence three deeds of emancipation from Jacques Clamorgan to his four children, St. Eutrope, Cyprian Martial, Apauline, and Maximin, all dated 16th Sept., 1809, in which it was recited that St. Eutrope was born in April, 1799; Apauline on the 7th February, 1803; Cyprian Martial on the 10th June, 1803; and Maximin in the beginning of the year 1807. This was all the evidence in

the cause; after the testimony was closed, and before the cause was submitted to the jury, the plaintiff moved the court for the following instructions, numbered from 1 to 17 inclusive.

Plaintiff's instructions.

1. That the legal effect of the patent and confirmation read in evidence by the plaintiff was to vest the legal title to the premises therein mentioned in Jacque Clamorgan, the patentee, if living at the date of the patent, and if not living, then in his heirs, devisees, or assignees, in the same manner as if the patent had issued in the lifetime of said Clamorgan. Given.

2. That prior to the confirmation read in evidence by the plaintiff, the legal title to the premises embraced in said confirmation was in the Government of the United States, and that the confirmation, survey, and patent, read in evidence by the plaintiff, were effectual to vest the legal title to said premises in Jacque Clamorgan, his heirs, devisees, or assignees. Given.

3. That the judgment read in evidence by the defendant in favor of Gregoire Sarpy, exr. of Antoine Reihle, to the use of Mildrum and Parks, against Jacques Clamorgan, was null and void, and the sale made by the sheriff by virtue of the execution issued thereon, and the deed from said sheriff to Alex'r McNair, is also null and void. Refused.

4. That the deed from Sheriff Connor to Alexander McNair, dated 8th July, 1808, and read in evidence by the defendant, is void for uncertainty, and should be disregarded by the jury. Refused.

5. That the deed from Sheriff Connor to Alex'r McNair, read in evidence by the defendant, is void as to the plaintiff, unless he had notice of said deed at the date of the deed from Louis and Henry Clamorgan to him, as read in evidence by said plaintiff. Refused, and No. 5 given.

6. That the sale made by John K. Walker, sheriff, to O'Fallon and Lindell, on 27th July, 1826, and the deed made in pursuance of said sale, dated 10th August, 1826, as read in evidence by defendant, are fraudulent and void. Rejected.

7. That if at the date of the levy and sale by Sheriff Walker to O'Fallon and Lindell, the premises levied upon, or a considerable portion thereof, then constituted a part of the city of St. Louis, and had before then been laid off into blocks and squares, separated by streets and alleys, and distinctly marked out by stones set up at the corners, or other visible boundaries, and if some of said lots or blocks had before then been sold and conveyed by Jeremiah Connor, claiming to be the proprietor thereof, and if upon the said lots or blocks, so sold, buildings and other improvements had before then been erected, then the said levy and sale were null and void. Rejected.

8. That if the premises levied upon by Sheriff Walker, by virtue of the execution in favor of Rufus Easton, and sold by said sheriff to O'Fallon and Lindell for thirty-three dollars, were at the time of said levy and sale susceptible of division without injury to the property, and

were at the date of said levy and sale worth five thousand dollars or more, then the said sale is fraudulent and void in law. Refused.

9. That the sale made by Sheriff Walker to O'Fallon and Lindell is void, unless the said sheriff in his levy or advertisement, or in the deed to said O'Fallon and Lindell, described the premises sold with reasonable certainty, so that the same could have been identified by the said description. Given.

10. That if the premises in controversy are embraced by the confirmation and patent read in evidence by the plaintiff, the sale and conveyance from Sheriff Connor to Alexander McNair, read in evidence by defendant, were not operative to convey the legal title to said McNair, and the said sale and conveyance cannot prevail as against the patent and confirmation in this action.

This instruction as asked for is refused, for the reason that it involves confusion; we are of opinion that the legal title to the premises embraced by the sheriff's deed was in the U. S. until the patent issued, provided the deed covers the land in dispute; but that the imperfect title owned by Clamorgan, did pass by the sheriff's deed made by Connor to McNair, 8th July, 1808; and that neither the act of confirmation by the board of commissioners in 1811, nor the issuance of the patent in 1845, defeated the title made by Sheriff Connor in 1808; and so the jury are instructed.

11. That the deed from Gabriel Dodier to Esther, and the deed from Esther to William C. Carr, and the deed from William C. Carr to Jeremiah Connor, read in evidence by defendant, did not at the date of the said last mentioned deed vest in the said Connor any title to the premises in dispute which can prevail in this action; provided the same premises had before then been confirmed to Jacque Clamorgan, and have since been patented to him by the Government of the United States. Given.

12. That the possession of the defendant, or those under whom he claims, of the premises in controversy, in order under any circumstances to constitute a valid bar to the plaintiff's recovery, must have been an actual, adverse, and uninterrupted possession for the space of 20 years next preceding the institution of this suit. This instruction is given, although not strictly as asked.

13. That if at the dates of the sale and conveyance from Sheriff Connor to Alex'r McNair, read in evidence by defendant, the premises conveyed in said deed were susceptible of a description by which the same might have been identified with reasonable certainty, and if the same were not so described either in the levy or sheriff's deed, then the said deed is void and vested no title in McNair. This instruction involves one matter of law, appertaining to the decision of the court on a motion heretofore made to reject the sheriff's deed, and overruled; and therefore the instruction is refused; but the jury is instructed that it is its duty to find whether the land described in the sheriff's deed is the land in dispute in this action, and the same land that was confirmed to Jac.

Clamorgan; and if the land in dispute is not the same land conveyed by the sheriff's deed and confirmed as aforesaid, then said deed cannot furnish a defence to this defendant.

14. That if at the date of the levy and sale by Sheriff Connor to Alex'r McNair, read in evidence by defendant, Jacque Clamorgan owned two tracts of land, each of them containing one arpent in front by forty in depth, both situated in the Little Prairie and adjoining the then town of St. Louis, then the deed from Sheriff Connor to Alex'r McNair, read in evidence by defendant, is void for uncertainty.

This instruction is refused, because there was no legal evidence given to the jury, either proving, or tending to prove, that on the 8th July, 1808, Jac. Clamorgan was the owner of two such tracts of land as are referred above.

15. That the execution in favor of Rufus Easton against the executors of Jacques Clamorgan, dated the third day of April, 1826, and read in evidence by the defendant, and all the proceedings of the sheriff under and by virtue of that execution, are null and void. Refused.

16. If the jury find from the evidence that the boundaries described in the deed from John K. Walker, sheriff, to John O'Fallon and Jesse G. Lindell, given in evidence by the defendant, were not, at the time of the sale by the said sheriff, the true boundaries of the tract of one by 40 arpens, that had been confirmed to Jacques Clamorgan, as mentioned in the certificate and record of confirmation given in evidence by the plaintiff, and that the same has not been bounded in the manner stated in said deed for a period of more than twenty years, and that the deed referred to in the said description contained in said sheriff's deed, as the one from which it was taken had no existence in fact, then the said description is insufficient, and said sheriff's deed from Walker is void; unless the jury shall find from the evidence that the said tract of one by 40 arpens was generally known in the community at the date of said sale by the description given in said deed.

This instruction is refused, and the jury instructed instead thereof, that they must find the land in dispute was covered by Sheriff Walker's deed to O'Fallon and Lindell, before that deed can avail the defendant as an outstanding title.

17. That the deed given in evidence by the defendant from Jeremiah Connor, sheriff, to Alexander McNair, conveyed no title to said McNair to the one by forty arpens mentioned in the confirmation of the board of commissioners of date 13 Nov., 1811, given in evidence by the plaintiff. Refused.

And thereupon the court gave the 1, 2, 9, 11, and 12 instructions, and refused to give the remainder; but in place of the 5th gave [the] following:

5. The unregistered deed made by Sheriff Connor to McNair, on the 8th of July, 1808, was valid, as between Clamorgan the execution debtor, and McNair the purchaser; and equally so as against the devisees of Clamorgan, without being recorded. But it was not valid as against a purchaser of the same premises from Clamorgan's devisees,

who purchased for a valuable consideration, and without notice of the existence of the deed of 1808.

The deed on which the plaintiff relies was made in April, 1845, and if the plaintiff then had actual notice of the deed of 1808, it was valid also as to him, without having been recorded. And if the jury find that the defendant Brant was in the open and notorious possession and occupation of the premises when the deed of 1845 was made, and had been so for years before that time, continuously holding under the deed of 1808, then this is evidence from which, connected with other circumstances, the jury may find that the plaintiff had actual notice of the existence of the deed of 1808, when he took his deed in 1845. And so the jury is instructed. And in place of the 10th gave the following:

10. This instruction as asked for is refused, for the reason that it involves confusion; we are of opinion that the legal title to the premises embraced by the sheriff's deed was in the U. S. until the patent issued, provided the deed covers the land in dispute; but that the imperfect title owned by Clamorgan did pass by the sheriff's deed made by Connor to McNair, 8th July, 1808; and that neither the act of confirmation by the board of commissioners in 1811, nor the issuance of the patent of 1845, defeated the title made by Sheriff Connor in 1808, and so the jury are instructed. And in place of 13th gave the following:

13. This instruction involves one matter of law appertaining to the decision of the court, on a motion heretofore made to reject the sheriff's deed, and overruled, and therefore the instruction is refused; but the jury is instructed that it is its duty to find whether the land described in the sheriff's deed is the land in dispute in this action, and the same land that was confirmed to Jac. Clamorgan; and if the land in dispute is not the same land conveyed by the sheriff's deed, and confirmed as aforesaid, then said deed cannot furnish a defence to this defendant.— And in place of the 16th gave the following.

16. This instruction is refused, and the jury instructed instead thereof, that they must find the land in dispute was covered by Sheriff Walker's deed to O'Fallon and Lindell, and before that deed can avail the defendant as an outstanding title; to the refusal of which several instructions as asked for the plaintiff at the time excepted; the defendant then moved the court for the following instructions:

Instructions for defendant.

1. If the jury find from the evidence that the tract of land sold and conveyed by Jeremiah Connor, sheriff, to Alexander McNair, in 1808, as the property of Jacques Clamorgan, is the same tract of land which was claimed by said Clamorgan before the board of commissioners and confirmed to him, then the confirmation to said Clamorgan ensues to said Alexander McNair and those claiming under him. Given.

2. If the jury find from the evidence that the lot in dispute is embraced in the tract of land sold and conveyed by John K. Walker, sheriff, to Jesse G. Lindell and John O'Fallon, in 1826, by virtue of

the judgment and execution in favor of Rufus Easton, against the executors of Jacques Clamorgan, then the plaintiff is not entitled to recover. Given.

3. If the jury find from the evidence that the defendant, and those under whom he claims, have been in possession of the lot in controversy for twenty years consecutively, prior to the commencement of this suit, and since Apoline Clamorgan and Cyprian Martial Clamorgan, under whom the plaintiff claims, arrived at the age of twenty-one years, that such possession was under a claim of title adverse to the plaintiff and those under whom he claims, then the issue ought to be found for the defendant. Given; to the giving of which the plaintiff objected, but the court overruled the objection, and gave each of said instructions, to which the plaintiff excepted at the time.

And after the verdict was rendered the plaintiff filed motion for a new trial, with reasons in support thereof; which motion and reasons are as follows:

Motion and reasons for a new trial.

ISAAC LANDES
vs.
JOSHUA B. BRANT.

In the circuit court of the United States for the district of Missouri.—April term, A. D. 1847.

The said plaintiff by his attorneys comes and moves the court to set aside the verdict and judgment in the above entitled cause, and to grant him a new trial. Because, 1st. The said verdict and judgment were contrary to law.

2nd. The said verdict and judgment are contrary to the evidence.

3d. The said judgment and verdict are contrary to the law and the evidence.

4th. The said verdict is against the weight of evidence.

5th. The court misdirected the jury to the prejudice of the plaintiff.

6th. The court misdirected the jury at the instance of the defendant and to the prejudice of the plaintiff.

7th. The court refused competent and proper instructions moved for by the plaintiff.

8th. The court permitted incompetent evidence to go to the jury on the part of the defendant, to the prejudice of the plaintiff.

POLK & CROCKET,
Attorneys for plaintiff.

But the court overruled the said motion, and refused to grant a new trial; to all of which decisions of the court the plaintiff excepts, and prays that this his bill of exceptions be signed, sealed, and enrolled, which is done.

J. CATRON. [SEAL.]

Copy of citation.

UNITED STATES OF AMERICA, *ss:*

To Joshua B. Brant, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit and district of Missouri, wherein, Isaac Landes is plaintiff, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable John Catron, one of the justices of the said supreme court of the United States, this 28th day of April, 1847.

J. CATRON.

Marshal's return.

I certify that I executed the within citation, by reading the same to the within named Joshua B. Brant, at the county of St. Louis, and district of Missouri, on the 25th day of June, 1847.

R. C. EWING, *U. S. Marshal, for Mo. district.*
By H. W. LEFFINGWELL, *Deputy.*

Copy of bond.

Circuit court of the United States for the circuit and district of Missouri.

ISAAC LANDES
vs.
JOSHUA B. BRANT. } In error.

Know all men by these presents that we, Isaac Landes, Fidelio C. Sharp, and Isaac W. Taylor, are held and firmly bound unto the above named Joshua B. Brant, in the sum of two hundred dollars, to be paid to the said Brant, his executors or administrators; to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 28th day of April, 1847.

Whereas, the above named Isaac Landes, hath prosecuted a writ of error to the supreme court of the United States, to reverse the judgment rendered in the above entitled suit by the circuit court of the United States, for the circuit and district of Missouri:

Now, therefore, the condition of this obligation is such, that if the above named Isaac Landes shall prosecute his said writ of error to effect, and answer all damages and costs if he shall fail to make good

his plea, then this obligation shall be void, otherwise the same shall remain in full force and virtue

ISAAC LANDES, [SEAL.]
By J. B. Crockett, his attorney in fact.
T. C. SHARP, [SEAL.]
J. W. TAYLOR. [SEAL.]

Sealed and delivered in presence of—

Writ of error allowed and bond approved, 28th April, 1847.
J. CATRON.

MISSOURI DISTRICT, *sct:*

I, Joseph Gamble, clerk of the circuit court of the United States for the district of Missouri, certify, that the foregoing, from page one to page sixty-four inclusive, is a full and true transcript of the record and proceedings of said court in a certain matter of controversy therein determined, between Isaac Landes, a citizen of the State of Kentucky, plaintiff, and Joshua B. Brant, a citizen of the State of Missouri, defendant, as the same remains of record and on file in my office.

In testimony whereof I hereto subscribe my name and affix the seal of said court at office, in the city of St. Louis, the first day of September, in the year 1847. [SEAL.]

JOSEPH GAMBLE, *Clerk*.

MISSOURI DISTRICT, *sct:*

The President of the United States, to the honorable the judges of the circuit court of the United States, for the district of Missouri, greeting: [L. S.]

Because in the record and proceedings, and also in the rendition of a judgment of a plea in said circuit court, between Isaac Landes, demandant, and Joshua B. Brant, defendant, a manifest error hath happened to the great damage of the said demandant, as by his complaint appears. We being willing that error, if any, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, you distinctly and openly send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, so that you have the same, together with this writ, before the chief justice and associate justices of said Supreme Court on the first Monday of December next, at the city of Washington, the present seat of the National Government; that the record and procedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court, the twenty-seventh day of April, in the year one thousand eight hundred and forty-seven.

Issued at office in the city of St. Louis, under the seal of said circuit court, the day and year last aforesaid.

JOSEPH GAMBLE, *Clerk*,
U. S. C. C. Missouri district.

Circuit court of the United States, for the circuit and district of Missouri.

ISAAC LANDES
vs.
JOSHUA B. BRANT. } In error.

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Now, therefore, the condition of this obligation is such, that if the above named Isaac Landes shall prosecute his said suit of error to effect, and answer all damages and costs, if he shall fail to make good his plea, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

ISAAC LANDES, [SEAL.]
By J. B. Crockett, his attorney in fact.
F. C. SHARP, [SEAL.]
J. W. TAYLOR. [SEAL.]
[SEAL.]

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J. CATRON.

I certify that I executed the within citation by reading the same to the within named Joshua B. Brant, at the county of St. Louis, and district of Missouri, on the 25th day of June, 1847.

R. C. EWING, *U. S. Marshal for Mo. district*
By H. W. LEFFINGWELL, *Deputy*.

Marshal's fees—Service, $2,00

Filed 9th Dec'r 1847.